

**CITY OF STORM LAKE
REGULAR COUNCIL MEETING, CITY HALL
COUNCIL CHAMBERS
AUGUST 4, 2014
5:00 PM**



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

AGENDA

1. Hear the Public
2. Consent Agenda
 - A. Approve Consent Agenda
 - B. Buy Local Information
3. **Resolution # 22-R-2014-2015 Authorizing The Use Of Chautauqua Park, Road Closure, Noise Variance, Fencing, Food & Craft Vending & Related Requests To The 2014 Hy-Noon Kiwanis Car Show & Santa's Castle Events**
4. **Resolution # 23-R-2014-2015 Authorizing Street Closure, Noise Variance, Food Vending & Related Requests For The 2014 Storm Lake Music Department Beach Party**
5. **Resolution No. 24-R-2014-2015 Approving a 28E Agreement With Buena Vista County for Business 71 Culvert Project**
6. **Resolution No. 25-R-2014-2015 To Approve Change Order #1 For The West 5th Street Overlay Project**
7. **Ordinance No. 01-O-2014-2015 Adopting TIF Ordinance On Pizza Ranch Development - Third Reading**
8. **Resolution No. 26-R-2014-2015 To Accept & Award Bid For WTP Improvements**
9. **Resolution No. 27-R-2014-2015 Awarding Contract for WTP Improvements**
10. **Motion To Approve Construction Materials Testing Agreement With Certified Testing Services, Inc. (CTS)**
11. **Resolution No. 28-R-2014-2015 Approving Contract & Bond With Sargent Drilling Company For Water Supply Well No. 20**
12. **Resolution No. 29-R-2014-2015 Accepting & Awarding Bids Storm Lake 3rd Addition Utilities**
13. **Set Public Hearing For Re-Zoning Request For City Of Storm Lake**
14. **Set Public Hearing Date for Re-zoning Request 101 College, City Of Storm Lake**
15. Adjourn

Meeting Protocol

If you wish to speak today, please:

1. To speak on an agenda item please approach the podium when that agenda item is called and upon recognition by the Mayor identify yourself by stating your name and address.
2. If your issue is not a topic on the agenda please approach the podium under the "Hear the Public" agenda item and upon recognition by the Mayor identify yourself by stating your name and address.

3. Please keep your remarks to three (3) minutes or less.
4. If you require accommodation for this meeting including but not limited to translation services, hearing assistance, or accessibility please contact the City Clerk at least four (4) hours prior to the start of the meeting.

**If you have concerns about any of the items on the consent agenda, they may be separated from the consent agenda and voted on individually.*

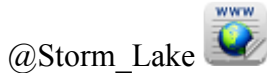
***Ordinances may be read at three consecutive meetings or readings may be waived and ordinances may be passed at only one or two meetings.*



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Staff Summary

8/4/2014

Agenda Item # A.



City of Storm Lake
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REPORT TO: Honorable Mayor and City Council

FROM: Sue Vossberg, Deputy Clerk

SUBJECT: **Approve Consent Agenda**

BACKGROUND: The Consent Agenda Includes:

- List of bills for approval
- King's Pointe disbursements for approval
- Sunrise Pointe Golf Course disbursements for approval
- Approve July 21, 2014 City Council Minutes
- Approve liquor license renewals for El Jimador Liquors (subject to fire inspection), Knights of Columbus, and Boz Wellz (subject to dram shop insurance)
- Appointment of Maxine Lampe to the Airport Commission with her term expiring 7/1/2017

FISCAL IMPACT: The City will pay the following expenditures:

- List of Bills - \$460,204.16
- King's Pointe Bills - \$292,267.87
- Sunrise Pointe Golf Course Bills - \$8,162.95

The City will receive the following revenues:

- Liquor license renewal - \$1,765.00

RECOMMENDATION: Approve Consent Agenda

ATTACHMENTS:

Description	Type
☐ List of Bills	List of Bills
☐ Kings Pointe & Sunrise Pointe List of Bills	List of Bills
☐ Minutes - July 21, 2014	Minutes
☐ Knights of Columbus Liquor Report	Backup Material
☐ Boz Wellz Liquor Report	Backup Material
☐ Lampe Board Application	Application

City of Storm Lake
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Checks for Approval Report

From: 07/22/14 To 08/04/14
User: tyler.gibbins

UNAVAILABLE

AFLAC	PR Batch 00554.07.2014 Aflac Pretax	491.72
AFLAC	PR Batch 00554.07.2014 Aflac After tax	160.56
City of Storm Lake	PR Batch 00554.07.2014 Dental employee/child	5.64
City of Storm Lake	PR Batch 00554.07.2014 Dental insurance employee c	17.64
City of Storm Lake	PR Batch 00554.07.2014 Dental employee/spouse	18.00
City of Storm Lake	PR Batch 00554.07.2014 Dental insurance family	89.25
City of Storm Lake	PR Batch 00554.07.2014 125 Flexible Benefits	653.98
City of Storm Lake	PR Batch 00554.07.2014 Health Insurance Family	1,899.10
City of Storm Lake	PR Batch 00554.07.2014 Health Insurance Single	359.72
Collection Services Center	PR Batch 00554.07.2014 Child Support Payments to I	230.86
Conseco Health Insurance Co	PR Batch 00554.07.2014 Cancer Pre Tax Insurance	58.30
EFTPS	PR Batch 00554.07.2014 Federal Income Tax	11,653.64
EFTPS	PR Batch 00554.07.2014 FICA Employee Portion	4,902.26
EFTPS	PR Batch 00554.07.2014 FICA Employer Portion	4,902.26
EFTPS	PR Batch 00554.07.2014 Medicare Employee Portion	1,650.17
EFTPS	PR Batch 00554.07.2014 Medicare Employer Portion	1,650.17
ICMA Retirement Trust 457	PR Batch 00554.07.2014 ICMA	885.00
Iowa Public Employees	PR Batch 00554.07.2014 IPERS	4,486.32
Iowa Public Employees	PR Batch 00554.07.2014 IPERS City Share	6,733.16
ITT Hartford AMS RPVA	PR Batch 00554.07.2014 457 Hartford	225.00
Muni Fire/Police Retire	PR Batch 00554.07.2014 Muni Police/Fire Pension	3,105.07
Muni Fire/Police Retire	PR Batch 00554.07.2014 Muni Police/Fire Pension Ci	10,045.24
Teamsters Local Union 554	PR Batch 00554.07.2014 Union Dues	296.00
Treasurer State Of Iowa	PR Batch 00554.07.2014 State Income Tax	4,340.65

UNAVAILABLE

Department Total = 58,859.71

Police Department

City of Storm Lake	Health Ins Allocations Aug2014	20,795.55
Fitzpatrick Auto Center	Testing on P-10	70.65
Graham Tire	2 New Tires P-6	273.90
Hy-Vee, Inc	Supplies	3.98
Hy-Vee, Inc	Supplies	2.69
Iowa Law Enforcement Academy	Training- Flikeid	425.00
Keltek, Inc	Roll Paper	236.39
Nepple Electric Inc	Back of Building Light Repairs	1,145.52
Principal Life Ins Co	Insurance Premium August 2014	2,090.78
Purchase Power	Postage July 28, 2014	94.44
Rasmussen's	Flow Sensor Testing P-8	51.16
St Paul Stamp Works	Animal Tags	70.91
Storm City Auto Parts	Headlight	5.99
Storm Lake Bakery	Meeting Expenses	20.30
Wal Mart #01-1526	Supplies for 4th of July	68.15
Wal Mart #01-1526	Supplies	6.47
Zee Medical Inc	First Aid Supplies	24.40

Police Department

Department Total = 25,386.28

Fire Department

Arnold Motor Supply, LLP	Molding Tape	4.21
City of Storm Lake	Health Ins Allocations Aug2014	1,911.04
Feld Equipment Company, Inc Ed M	Testing	140.00
Feld Equipment Company, Inc Ed M	Gloves & Hood	260.95
Midwest Breathing Air LLP	Air Compressor Parts	108.54
Principal Life Ins Co	Insurance Premium August 2014	169.70

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Fire Department

Department Total = 2,594.44

Building Official

City of Storm Lake	Health Ins Allocations Aug2014	1,894.03
Emmons & Olivier Resources Inc	Ordinance Asst June 2014	904.24
International Code Council	12 IECC Commentary	59.00
Principal Life Ins Co	Insurance Premium August 2014	139.30
Purchase Power	Postage July 28, 2014	42.35

Building Official

Department Total = 3,038.92

Animal Care

Sanders David James	Pigeon Control June/July	235.00
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Animal Care

Department Total = 235.00

Roadway Maintenance

Arnold Motor Supply, LLP	Cold Galvanize	8.23
Bierschbach Equipment & Supply Company, Inc	Adhesive	93.60
Blacktop Service Company Inc	Pay Estimate #3 of 2014 West 5th Pavement Improver	142,552.81
Bolton & Menk, Inc	Design & Engineering- 10th Street through 7/16/2014	3,395.00
Central Iowa Distributing, Inc	Cleaning Supplies	151.13
City of Storm Lake	Health Ins Allocations Aug2014	4,868.88
CNH Capital LLC	Pole Saw Chain	12.83
Fastenal Company	Supplies	49.32
Graham Tire	Wheel Repairs	117.00
Iowa Office Supply Inc	Copier Maintenance Agreement	20.16
McCrea Enterprises	Paint	122.75
Principal Life Ins Co	Insurance Premium August 2014	333.73
ProBuild	Expansion Joints	62.60
ProBuild	Supplies	12.25
Storm Lake Hydraulics Co Inc	Supplies	15.88
Zee Medical Inc	First Aid Supplies	98.15

Roadway Maintenance

Department Total = 151,914.32

Street Lighting

Crescent Electric Supply Co	Street Light on Traffic Signal Pole @ C-49 & North L.	17.17
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Street Lighting

Department Total = 17.17

Snow Removal

City of Storm Lake	Health Ins Allocations Aug2014	1,714.14
Principal Life Ins Co	Insurance Premium August 2014	119.82

Snow Removal

Department Total = 1,833.96

Airport

Alta Implement Company Inc	Belt	17.56
Amerigas	Airport Line Locates	39.99
Arnold Motor Supply, LLP	Mower Filters	79.52
Bart's Flying Service	Airport Contract July 2014	4,963.75

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Nepple Electric Inc	Jet Fuel Pump Fuse Labor	250.00
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Airport	Department Total =	5,350.82
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Transit		
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DeWall Jeff	FY2014 4th Qtr Transit	401.00
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Transit	Department Total =	401.00
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Library		
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Barnes & Noble Booksellers, Inc	Books	150.73
Brodart Co	Books	23.11
Brodart Co	Books	59.56
Brodart Co	Books	178.38
Brodart Co	Books	12.12
Brodart Co	Books	17.67
Center Point Large Print Inc	Books	2,552.40
Central Iowa Distributing, Inc	Cleaning Supplies	155.77
City of Storm Lake	Health Ins Allocations Aug2014	4,489.28
Custodian of Petty Cash Kim Mehlenbacher	June 2014 Postage	265.04
Demco, Inc	Security Tags & CD Label Prining	424.13
Ingram Library Services, Inc	Books	16.22
Ingram Library Services, Inc	Books	16.79
Ingram Library Services, Inc	Books	49.75
Ingram Library Services, Inc	Books	16.78
Ingram Library Services, Inc	Books	9.58
Ingram Library Services, Inc	Books	5.17
Ingram Library Services, Inc	Books	32.43
Ingram Library Services, Inc	Books	15.63
Ingram Library Services, Inc	Books	16.76
Ingram Library Services, Inc	Books	16.79
Ingram Library Services, Inc	Books	11.38
Ingram Library Services, Inc	Books	16.79
Ingram Library Services, Inc	Books	15.64
Ingram Library Services, Inc	Books	6.18
Ingram Library Services, Inc	Books	32.43
Ingram Library Services, Inc	Books	16.22
Ingram Library Services, Inc	Books	16.19
Ingram Library Services, Inc	Books	15.64
Iowa Library Association	Membershsip Dues 2014	60.00
Iowa Library Association	Membershsip Dues 2014	45.00
Midwest Tape LLC	DVDs	17.99
Midwest Tape LLC	DVDs	500.71
Pilot Tribune	2014-2015 Library Subscription Renewal	65.00
Principal Life Ins Co	Insurance Premium August 2014	210.00
Purchase Power	Postage July 28, 2014	11.73
Recorded Books LLC	CDs	29.99
Recorded Books LLC	CDs	35.99
Recorded Books LLC	CDs	17.99
Storm Lake Comm Schools	Advertising for Shared Librarian 6/5/2014	136.40
Storm Lake Times The	2014-2015 Library Subscription Less Discount	57.95
Swift Air, Inc.	Repair Library A/C Unity	1,846.09

Library	Department Total =	11,689.40
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Parks Department

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Alta Implement Company Inc	Blade	45.36
Arnold Motor Supply, LLP	Oil Filters	12.12
Box Elder Valley, Inc	Playground Equipment	22,633.00
City of Storm Lake	Health Ins Allocations Aug2014	1,893.13
CNH Capital LLC	Weed Eater Line	36.95
CNH Capital LLC	Weed Eater	29.95
I&S Group, Inc.	Relocate Corners	114.48
Koenig Jeff	Spot A Pot Services Ballfields	180.00
Koenig Jeff	Spot A Pot Services S Ball Park	220.00
Principal Life Ins Co	Insurance Premium August 2014	183.82
Rent-All	Rose Lane Playground Auger Rental	35.00

Parks Department

Department Total = 25,383.81

Golf Course

Arnold Motor Supply, LLP	Air Filter	24.44
Arnold Motor Supply, LLP	Clamp	7.90
Arnold Motor Supply, LLP	Mower Filters	67.57
Arnold Motor Supply, LLP	Hydraulic Filters	16.95
City of Storm Lake	Health Ins Allocations Aug2014	542.28
Crescent Electric Supply Co	Light	22.00
Ferguson Enterprises Inc	Irrigation Supplies	13.59
Mickelson Tire Inc	Mower Tire	98.00
Napa Auto Parts	Filter- Mower	10.83
Principal Life Ins Co	Insurance Premium August 2014	40.73
ProBuild	Irrigation Thrust Block	16.00
ProBuild	Irrigation Thrust Block	16.00
Turfwerks	Services	925.00
Zimco Supply Co	Supplies for the Grounds	2,145.00

Golf Course

Department Total = 3,946.29

Campgrounds

Arnold Motor Supply, LLP	Oil Filter	24.38
Arnold Motor Supply, LLP	Cap	5.53
Central Iowa Distributing, Inc	Cleaning Supplies	504.90
Central Iowa Distributing, Inc	Cleaning Supplies	88.64
City of Storm Lake	Health Ins Allocations Aug2014	180.76
Nelsen Carl	Force Main	200.00
Principal Life Ins Co	Insurance Premium August 2014	13.58

Campgrounds

Department Total = 1,017.79

UNAVAILABLE

Rent-All	Marina Pavers Rental- Washer	60.00
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UNAVAILABLE

Department Total = 60.00

Awaysis

Reinert Michael P	Discovery Center Tower Supplies	28.66
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Awaysis

Department Total = 28.66

Shelter House

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Crescent Electric Supply Co	Light	8.15
Rice Tyson	Shelter House Refund from July 5, 2014 Rental	80.00
South Main LLC	Campground Rental Refund	184.00
South Main LLC	Campground Rental Refund	184.00
South Main LLC	Campground Rental Refund	184.00
Shelter House		Department Total = 640.15
UNAVAILABLE		
L & G Products, Inc	Weed Mat	320.98
Wede's Lock Service Joe	Special Shank Locks for Dock	44.00
UNAVAILABLE		Department Total = 364.98
Dohrman Trust		
Century Business Products,Inc	Copier Maintenance- Partial	15.00
Dohrman Trust		Department Total = 15.00
Economic Develop		
City of Storm Lake	Health Ins Allocations Aug2014	925.44
Principal Life Ins Co	Insurance Premium August 2014	60.24
Purchase Power	Postage July 28, 2014	0.48
Economic Develop		Department Total = 986.16
Storm Lake Sub-Division #5		
Bolton & Menk, Inc	Design & Engineering- Peterson Land Svc through 7/1	1,796.00
Simmering-Cory Inc	Urban Renewal Plan	2,242.00
Storm Lake Sub-Division #5		Department Total = 4,038.00
Dredging		
City of Storm Lake	Health Ins Allocations Aug2014	138.95
Principal Life Ins Co	Insurance Premium August 2014	8.39
Dredging		Department Total = 147.34
Mayor, Council, Manager		
City of Storm Lake	Health Ins Allocations Aug2014	22.07
Principal Life Ins Co	Insurance Premium August 2014	48.10
Mayor, Council, Manager		Department Total = 70.17
Policy & Administration		
City of Storm Lake	Health Ins Allocations Aug2014	1,370.18
Principal Life Ins Co	Insurance Premium August 2014	105.53
Policy & Administration		Department Total = 1,475.71
City Hall Building		

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Iowa Workforce Development	Elevator Inspection- Bill #22815	175.00
City Hall Building	Department Total =	175.00
Other Policy & Administration		
IMFOA	IMFOA Athenian Dialogue- Movall	20.00
Iowa Office Supply Inc	Envelopes, Paper, Toner	65.09
Iowa Office Supply Inc	Copier Maintenance Agreement	20.17
Patrick James H	Hwy 20 Association & NWIRPC Sioux City/Spencer-	39.41
Pitney Bowes Inc.	2014 3rd Quarter Postage Machine Rental	100.00
Purchase Power	Postage July 28, 2014	297.87
Wal Mart #01-1526	Supplies	96.95
Other Policy & Administration	Department Total =	639.49
Water Administration		
City of Storm Lake	Health Ins Allocations Aug2014	2,882.28
IMFOA	IMFOA Athenian Dialogue- Movall	20.00
Iowa Office Supply Inc	Copier Maintenance Agreement	20.17
Iowa Office Supply Inc	Envelopes, Paper, Toner	65.08
King's Pointe Resort	CDF Kickoff Meeting Expenses	116.90
Patrick James H	Hwy 20 Association & NWIRPC Sioux City/Spencer-	39.42
Pitney Bowes Inc.	2014 3rd Quarter Postage Machine Rental	100.00
Principal Life Ins Co	Insurance Premium August 2014	222.29
Purchase Power	Postage July 28, 2014	17.65
Qualified Presort Service, LLC	Past Due Notices	75.44
Water Administration	Department Total =	3,559.23
Water Plant		
Bolton & Menk, Inc	Design & Construction- Chlorite Feed System through	3,675.00
Bolton & Menk, Inc	Design & Engineering- Lime Sludge Storage through	8,403.72
City of Storm Lake	Health Ins Allocations Aug2014	4,550.04
Control System Specialists, LLC	Control Room Thermostat Repairs	144.98
Fastenal Company	Lab Supplies	195.30
Hach Chemical Company	Stir Bars for the Lab	14.50
Hach Chemical Company	Chlorine Meters/ Lab Supplies	957.37
Hach Chemical Company	Stir Bars	29.00
Iowa Office Supply Inc	Copier Maintenance Agreement	8.92
Nasers Mitchell	Lime Sludge Hauling	332.75
PraxAir inc	Carbon Dioxide	782.00
Principal Life Ins Co	Insurance Premium August 2014	409.70
Recycle Center Harold Rowley	Hauling Fee	42.90
Veenstra & Kimm, Inc	Well #20 Construction Services 6/15 to 7/19/2014	920.50
Water Plant	Department Total =	20,466.68
Water Distribution		
Arnold Motor Supply, LLP	Adapter	14.89
Brown Supply Company	O Rings	90.00
City of Storm Lake	Health Ins Allocations Aug2014	1,574.33
Ferguson Enterprises Inc	Supplies	141.90
Inquirehire	Background Checks	84.00
Kelly Patrick James	CEU's Licensing- Kelly	113.60
Metro Lodging, L.C.	Kelly Conference Stay- 7/15/2014	141.12

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Principal Life Ins Co	Insurance Premium August 2014	140.61
Rent-All	Skidloader Rental	339.63
Underground Location Company	Locates	72.75
Wick Buildings LLC	Ceiling Sidewall Riser	384.00

Water Distribution	Department Total =	3,096.83
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Water Meters

City of Storm Lake	Health Ins Allocations Aug2014	1,901.25
Municipal Supply, Inc.	Reserve Meter	284.23
Municipal Supply, Inc.	Meter	2,612.75
Principal Life Ins Co	Insurance Premium August 2014	80.65

Water Meters	Department Total =	4,878.88
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Wastewater Administration

City of Storm Lake	Health Ins Allocations Aug2014	2,873.10
IMFOA	IMFOA Athenian Dialogue	20.00
Iowa Office Supply Inc	Envelopes, Paper, Toner	65.08
Iowa Office Supply Inc	Copier Maintenance Agreement	20.16
King's Pointe Resort	CDF Kickoff Meeting Expenses	116.90
Patrick James H	Hwy 20 Association & NWIRPC Sioux City/Spencer-	39.42
Pitney Bowes Inc.	2014 3rd Quarter Postage Machine Rental	100.00
Principal Life Ins Co	Insurance Premium August 2014	221.01
Purchase Power	Postage July 28, 2014	17.65
Qualified Presort Service, LLC	Past Due Notices	75.44

Wastewater Administration	Department Total =	3,548.76
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Wastewater Treatment Plant

Century Link	July 2014 Phone Service- Less Tax	185.18
City of Storm Lake	Health Ins Allocations Aug2014	4,534.16
Electric Pump Inc	Dewatering Pump for Press	1,238.91
Fastenal Company	Supplies	41.68
Foundation Analytical Laboratory Inc	Testing	904.00
Grainger Inc W.W.	Building Safety Signs	56.30
Interstate Industrial Instrumentation, Inc	O2 Sensor & Calibrations- Less Tax	230.93
Iowa Dept of Natural Resources	NPDES Annual Fee FY2015	1,275.00
Iowa Office Supply Inc	Copier Maintenance Agreement	6.76
Jacobsen Ronald	Physical Reimbursement	170.00
Jacobsen Ronald	Moving Expense Reimbursement	650.67
Jacobsen Ronald	Transition Reimbursement	744.43
Jacobsen Ronald	Meeting Expense	46.92
King's Pointe Resort	Lodging- Jacobsen 7/12/2014 to 7/15/2014	313.60
Napa Auto Parts	Solenoid & Switch	52.05
Principal Life Ins Co	Insurance Premium August 2014	344.67
Rebnord Technologies Inc	Wall Charger	24.95

Wastewater Treatment Plant	Department Total =	10,820.21
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Wastewater Collection

City of Storm Lake	Health Ins Allocations Aug2014	1,910.52
Principal Life Ins Co	Insurance Premium August 2014	141.45
Underground Location Company	Locates	72.75
Veenstra & Kimm, Inc	Construction Observation 6/15 to 7/19/2014	13,173.04

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Veenstra & Kimm, Inc	Construction Observation 6/15 to 7/19/2014	1,756.40
Veenstra & Kimm, Inc	Construction Observation 6/15 to 7/19/2014	2,634.61
Veenstra & Kimm, Inc	Construction Admin 6/15 to 7/19/2014	869.63
Veenstra & Kimm, Inc	Construction Admin 6/15 to 7/19/2014	579.75
Veenstra & Kimm, Inc	Construction Admin 6/15 to 7/19/2014	4,348.16
Veenstra & Kimm, Inc	Boundary Surveys 6/15 to 7/19/2014	12,125.25
Veenstra & Kimm, Inc	Boundary Surveys 6/15 to 7/19/2014	1,616.70
Veenstra & Kimm, Inc	Boundary Surveys 6/15 to 7/19/2014	2,425.05
Veenstra & Kimm, Inc	WWTP Disinfection Construction Services	7,689.79
Veenstra & Kimm, Inc	Solids Handling 6/15 to 7/19/2014	451.00

Wastewater Collection

Department Total = 49,794.10

Landfill

City of Storm Lake	Health Ins Allocations Aug2014	449.36
Iowa Office Supply Inc	Copier Maintenance Agreement	20.16
Iowa Office Supply Inc	Envelopes, Paper, Toner	65.08
Principal Life Ins Co	Insurance Premium August 2014	19.95
Purchase Power	Postage July 28, 2014	8.83
Qualified Presort Service, LLC	Past Due Notices	75.43

Landfill

Department Total = 638.81

Storm Water Administration

City of Storm Lake	Health Ins Allocations Aug2014	721.85
Iowa Office Supply Inc	Envelopes, Paper, Toner	65.08
Iowa Office Supply Inc	Copier Maintenance Agreement	20.16
King's Pointe Resort	CDF Kickoff Meeting Expenses	116.90
King's Pointe Resort	WIRB Meeting Expense- Less Tax	215.27
Principal Life Ins Co	Insurance Premium August 2014	29.55
Qualified Presort Service, LLC	Past Due Notices	75.44

Storm Water Administration

Department Total = 1,244.25

Storm Water Collection

Bolton & Menk, Inc	Final Design/Bidding through 7/16/2014	14,655.50
City of Storm Lake	Health Ins Allocations Aug2014	450.77
Mike's Lawn Service, Inc	Renovate Haahr's Lot- Landscape Drahota Property	1,612.79
Principal Life Ins Co	Insurance Premium August 2014	21.94

Storm Water Collection

Department Total = 16,741.00

Street Cleaning

City of Storm Lake	Health Ins Allocations Aug2014	450.21
Wal Mart #01-1526	Storm Water Samples Supplies	19.94

Street Cleaning

Department Total = 470.15

Insurance

Group Resources	August 2014 Insurance Premium	16,690.08
Three Rivers Benefit Corporation	Claims Payment 7/24/2014	25,000.00

Insurance

Department Total = 41,690.08

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Vehicle Maintenance

Arnold Motor Supply, LLP	Belt & Plug	15.99
Arnold Motor Supply, LLP	Battery	118.76
Arnold Motor Supply, LLP	Core Return & Holder	-8.62
Arnold Motor Supply, LLP	Starter & Hose	248.23
Arnold Motor Supply, LLP	Clamp	16.59
Arnold Motor Supply, LLP	Supplies	35.99
Arnold Motor Supply, LLP	Starter	-76.52
Arnold Motor Supply, LLP	Hose	2.74
Arnold Motor Supply, LLP	Clamp & Bag	10.99
Arnold Motor Supply, LLP	Belts Returned	-26.68
Arnold Motor Supply, LLP	Resupply Inventory	117.95
Arnold Motor Supply, LLP	Tune Up	209.72
Arnold Motor Supply, LLP	Battery Term, Relay, & Lug	71.25
Arnold Motor Supply, LLP	Shop Supplies	61.62
Arnold Motor Supply, LLP	Gloves	14.49
Arnold Motor Supply, LLP	Filter	32.76
Arnold Motor Supply, LLP	Battery Core Returned	-15.00
Arnold Motor Supply, LLP	Sealant	79.47
Arnold Motor Supply, LLP	Switch	5.88
Arnold Motor Supply, LLP	Filter	11.68
Deere Credit Inc	Solenoid & Freight	92.17

Vehicle Maintenance

Department Total = 1,019.46

Technology

Citrix Systems Inc	Citrix Software Renewal	1,926.15
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Technology

Department Total = 1,926.15

Grand Total = 460,204.16

King's Pointe Resort
Disbursements 7/16/2014 through 7/30/2014

Vendor Name	Description	Amount
ACCO (2)	supplies	557.10
Ace Hardware	supplies	220.83
Ameripride Services	supplies	555.90
Arnold Motor Supply	supplies	115.20
Bomgaars	supplies	104.98
Booking.com	commission	345.15
Capital Sanitary Supply Co.	supplies	219.44
Color-ize	supplies	1,135.15
Continuum Retail Energy Serv	utilities	15,374.39
Comm 1st Broadcasting - KKIA/KAYL	advertising	870.00
Convergence LLC	supplies	200.00
First National Bank (4)	credit card payments	1,629.66
Frigitec	supplies	214.09
Garbage Hauling Service	garbage service	728.82
Hawk-I Electric Inc.	repairs	3,875.62
Hospitality Management Systems	tech upgrade	39,511.20
Hy-Vee Food Stores (2)	food	1,082.02
Joyce's Greenhouse	supplies	900.00
Lundell Construction Co. Inc.	supplies	560.00
Midamerican Energy Company (3)	utilities	14,570.16
Kinseth Hotel Corporation	payroll, wk comp, mgmt fee	115,082.48
Lake Electric	supplies	25.49
Mangold Environmental Testing	testing	180.00
Olsen Welding & Machine Shop	supplies	75.00
Orkin Exterminating Inc.	pest control	209.05
Pepsi-Cola Bottling Co (2)	beverages	2,500.09
Pilot Tribune	supplies	2.45
Rebnord Technologies Inc (3)	tech support, equipment	16,854.28
Reel Time Rentals LLC	rental fees	1,422.65
Shoes for Crews	supplies	85.92
Star Promotions	supplies	1,140.87
The Storm Lake Times (2)	advertising	194.95
Sysco Guest Supply LLC (2)	supplies	776.97
Treasurer State of Iowa (4)	sales tax	44,489.00
Treasurer Buena Vista County	taxes	1,529.00
UPS	shipping	48.94
US Foods (2)	food	24,881.02
	Total	292,267.87

Sunrise Pointe Golf Course
Disbursements 7/16/2014 through 7/30/2014

Midamerican Energy Company	utilities	897.06
Joyce's Greenhouse	supplies	2,651.98
Kinseth Hotel Corporation	payroll	3,255.94
Pepsi-Cola Bottling Co	beverages	825.68
Alliant Energy	utilities	35.72
Al's Liquor	beverages	108.87
Doll Distributing LLC	beverages	167.70
Johnson Brothers/Iowa Wine & Bev	beverages	220.00
	Totals	8,162.95

These are Draft Minutes Subject to Final Council Approval

REGULAR COUNCIL MEETING, CITY OF STORM LAKE, IOWA, CITY HALL, JULY 21, 2014, 5:00 P.M.

Present: Council Members Dan Anderson, Sara Huddleston, Mike Porsch, Bruce Engelmann and David Walker. Absent: Mayor Jon Kruse. Staff present: City Manager Jim Patrick, City Attorney Phil Havens, Public Safety Director Mark Prosser, Building Official Scott Olesen, Fire Chief Mike Jones, Infrastructure Superintendent Pat Kelly, Project Manager/Community Development Director Mike Wilson, Library Director Elizabeth Huff, Todd Allen Water Plant Superintendent, Jennifer Movall Finance Department Manager, Emily Haselhoff Planning Coordinator and Justin Yarosevich City Clerk.

Mayor Kruse called the meeting to order at 5:00pm.

Hear the Public – None

Consent Agenda – Moved by Council Member Anderson to approve the consent agenda which included the list of bills, minutes from the July 7, 2014 council meeting, liquor license renewals for El Mexicano, Mi Pueblito, Dyno's and Casey's Central, 5-day liquor license for BVU on the South Forum Lawn on October 4, 2014, appointment of Jason Baker and James Eliason to the library board with terms expiring July 1, 2020, appointment of Bob Payer to the Board of Adjustment with term expiring July 1, 2016, also approve noise variances for the Buddhist Temple at 6010 Rothmoor Road on Saturday, August 30, 2014 from 2:00pm until 11:30pm and Sunday, August 31, 2014 from 2:00pm until 1:00am, and approve temporary and permanent easements with Storm Lake Hydraulic for the Expansion Blvd. Storm Water Project. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Water Plant Area Annexation – Mayor Pro-Tem Walker opened the public hearing on the annexation of property around the water plant stating that this was the time and place for any comments. Hearing no comments the Mayor Pro-Tem closed the public hearing.

Moved by Council Member Engelmann to adopt Resolution No. 13-R-2014-2015 approving the voluntary annexation of property around the water plant. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Transfer of Land – Mayor Pro-Tem Walker opened the public hearing for the transfer of land to Habitat for Humanity stating that this was the time and place for any comments. Hearing no comments the Mayor Pro-Tem closed the public hearing.

Storm Lake 3rd Addition Subdivision Covenants – Moved by Council Member Engelmann to adopt Resolution No. 14-R-2014-2015 approving the protective & restrictive covenants for the Storm Lake 3rd Addition Subdivision. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Habitat for Humanity Agreement – Moved by Council Member Anderson to adopt resolution No. 16-R-2014-2015 approving the agreement between the City of Storm Lake and Habitat for Humanity. The agreement transfers lots 4 and 5 from Storm Lake 3rd Addition Subdivision and a portion of Lot 8 Block 1, of Geisinger's Commercial Second Addition to Habitat for Humanity. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

Storm Lake 3rd Addition Urban Renewal Area Plan – Mayor Pro-Tem Walker opened the public hearing on the Storm Lake 3rd Addition Urban Renewal Area Plan stating that this was the time and place for any comments. Hearing no comments the Mayor Pro-Tem closed the public hearing.

Moved by Council Member Porsch to adopt Resolution No. 15-R-2014-2015 adopting the Storm Lake 3rd Addition Urban Renewal Plan. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Sign Replacement Grant – Moved by Council Member Engelmann to adopt Resolution No. 17-R-2014-2015 approving submitting a grant application to the Iowa Department of Transportation for the All Town Sign Replacement Program. Grant amount \$5,000. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Hwy 7 Widening – Moved by Council Member Anderson to adopt Resolution No. 18-R-2014-2015 approving an agreement with the Iowa Department of Transportation for the Hwy 7 Widening Project from Barton Street west to Northwestern Drive. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

28E Agreement for Business 71 Culvert Project – Pulled from the agenda. Resolution No. 19-R-2014-2015 voided.

Urban Renewal Refunding Capital Loan Notes – Mayor Pro-Tem Walker opened the public hearing on the \$7,500,000 General Obligation Urban Renewal Refunding Capital Loan Notes stating that this was the time and place for any comments. Hearing no comments the Mayor Pro-tem then closed the public hearing.

Moved by Council Member Huddleston to adopt Resolution No. 20-R-2014-2015 instituting proceedings to take additional action for the issuance of not to exceed \$7,500,000 General Obligation Urban Renewal Refunding Capital Loan Notes. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Storm Lake 3rd Addition Phase 1 Utilities – Mayor Pro-Tem opened the public hearing on the plans, specifications, and form of contract for the Storm Lake 3rd Addition Phase 1 Utilities and Grading Project stating that this was the time and place for any comments. Hearing no comments the Mayor Pro-Tem closed the public hearing.

Moved by Council Member Engelmann to adopt Resolution No. 21-R-2014-2015 approving the plans, specifications, and form of contract for the Storm Lake Addition

Phase 1 Utilities and Grading Project. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Rezoning Requests – Moved by Council Member Porsch to authorize the signing of a rezoning application for a City owned parcel adjacent to Lot 4 of the Storm Lake 3rd Addition subdivision. Request is to re-zone the parcel to R-1: Low Density Residential. Seconded by Council Member Anderson. Vote: All ayes. Motion carried.

Moved by Council Member Porsch to authorize the signing of a rezoning application for 101 College owned by the City. Request is to re-zone the property to PO: Park, Recreation, and Open Space. Seconded by Council Member Engelmann. Vote: All ayes. Motion carried.

Storm Water Ordinance – Moved by Council Member Porsch to pass on 3rd reading Ordinance No. 13-O-2013-2014 adding Post-Construction Stormwater Control Regulations. Seconded by Council Member Huddleston. Vote: All ayes. Motion carried.

ORDINANCE NO. 13-O-2013-2014

AN ORDINANCE ADDING TITLE 3, CHAPTER 13 OF THE 1994 RECODIFICATION OF THE MUNICIPAL CODE OF THE CITY OF STORM LAKE, IOWA BY THE ADDITION OF POST-CONSTRUCTION STORMWATER CONTROL REGULATIONS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA:

Section 1. A new Section 3-13-1 is hereby added to read as follows

3-13-1 Findings of Fact

1. The U.S. EPA's National Pollutant Discharge Eliminations System ("NPDES") permit program ("Program") administered by the Iowa Department of Natural Resources ("IDNR") requires that cities meeting certain demographic and environmental impact criteria obtain from the IDNR an NPDES permit for the discharge of stormwater from a Municipal Separate Storm Sewer System ("MS4") ("MS4 Permit"). The City of Storm Lake is subject to the Program and is required to obtain, and has obtained, an MS4 Permit; the City's MS4 permit is on file at the office of the City Clerk and is available for public inspection during regular office hours.
2. As a condition of the City's MS4 Permit, the City is obliged to adopt and enforce a POST-CONSTRUCTION STORMWATER CONTROL ordinance.
3. No state or Federal funds have been made available to assist the City in administering and enforcing the Program. Accordingly, the City shall fund its operations under this chapter entirely by charges imposed on the owners or developers of properties which are

made subject to the Program by virtue of State and Federal law, and/or other sources of funding established by a separate ordinance.

4. Land development and associated increases in impervious cover alter the hydrologic response of local watersheds and increase stormwater runoff rates and volumes, flooding, stream channel erosion, and sediment transport and deposition; this stormwater runoff contributes to increased quantities of water-borne pollutants; and stormwater runoff, soil erosion, and non-point source pollution can be controlled and minimized through the regulation of stormwater runoff from development sites.

5. Therefore, the City of Storm Lake establishes this set of City stormwater requirements to provide reasonable guidance for the regulation of stormwater runoff for the purpose of protecting local water resources from degradation. It is determined that the regulation of stormwater runoff discharges from land development and other construction activities in order to control and minimize increases in stormwater runoff rates and volumes, soil erosion, stream channel erosion, and non-point source pollution associated with stormwater runoff is in the public interest and will prevent threats to public health, safety, and property damage.

6. The "Iowa Stormwater Management Manual" published collaboratively by the Iowa Department of Natural Resources and The Center for Transportation Research and Education at Iowa State University establishes guidelines consisting of unified sizing criteria, stormwater management designs and specifications and Best Management Practices (BMP). City hereby finds and declares that the guidelines provided for in the Iowa Stormwater Management Manual, and in future editions thereof, should be and are hereby adopted as the stormwater management standards of the City. Any BMP installation that complies with the provisions of the Iowa Stormwater Management Manual, or future editions thereof, at the time of installation shall be deemed to have been installed in accordance with this ordinance.

Section 2. A new Section 3-13-2 is hereby added to read as follows

3-13-2 Purpose

The purpose of this chapter is to adopt as the City's standards and sizing criteria and BMPs to address said standards the Guidelines, Sizing Criteria, and BMPs proposed by the Iowa Stormwater Management Manual and as specifically identified above (hereinafter collectively "City stormwater requirements") in order to protect and safeguard the general health, safety, and welfare of the public within this jurisdiction. This chapter seeks to meet that purpose through the following objectives:

1. Minimize increases in stormwater runoff from development within the City limits and fringe area in order to reduce flooding, siltation, increases in stream temperature, and stream bank erosion and maintain the integrity of stream channels;
2. Minimize increases in non-point source pollution caused by stormwater runoff from development which would otherwise degrade local water quality;

3. Minimize the total annual volume of surface water runoff which flows from any specific development project site after completion to not exceed the pre-development hydrologic regime to the maximum extent practicable; and
4. Reduce stormwater runoff rates and volumes, soil erosion, and non-point source pollution, wherever possible, through establishment of appropriate minimum stormwater management standards and BMPs and to ensure that BMPs are properly maintained and pose no threat to public safety.

Section 3. A new Section 3-13-3 is hereby added to read as follows

3-13-3 Applicability

1. This chapter is applicable to all subdivision or site plan applications meeting the Minimum square foot applicability criteria of item 2 of this section, unless eligible for an exemption or granted a waiver by the City under Section 3-13-7 of this chapter. This chapter also applies to land disturbance activities that are smaller than the minimum square foot applicability criteria specified in subsection 2 if such activities are part of a larger common plan of development that meets the minimum square foot applicability criteria specified in subsection 2, even though multiple separate and distinct land development activities may take place at different times on different schedules. In addition, all plans must also be reviewed by City of Storm Lake officials to ensure that established water quality standards will be maintained during and after development of the site and that post-construction runoff levels are consistent with any local and regional watershed plans.

2. City stormwater requirements must be met for development to be approved. City stormwater requirements apply to any development disturbing one acre (43,560 square feet) or more of land, and to any development disturbing less than one acre if the amount of impervious cover created exceeds 5,000 square feet. The following activities are exempt from this chapter:

A. Any logging and agricultural activity which is consistent with an approved soil conservation plan or a timber management plan prepared or approved by the appropriate agency, as applicable.

B. Additions or modifications to existing single-family structures.

C. Developments that do not disturb more than one acre of land provided they are not part of a larger common development plan.

D. Repairs to any stormwater BMPs deemed necessary by City.

3. When a site development plan is submitted that qualifies as a development, as defined in this chapter, decisions on permitting any appropriate on-site BMPs shall be guided by the Iowa Stormwater Management Manual. Issuance of a Construction Site Runoff

Permit (CSR Permit) will be granted to development or redevelopment projects after review and approval of the site development plan by the City.

4. The site shall be designed using the Better Site Design process. Better Site Design involves techniques applied early in the design process to preserve natural areas, reduce impervious cover, distribute runoff and use pervious areas to more effectively treat stormwater runoff. Site design should address open space protection, impervious cover minimization, and runoff distribution and minimization, and runoff utilization through considerations such as:

A. Open space protection and restoration

- (1) Conservation of existing natural areas (upland and wetland)
- (2) Reforestation
- (3) Re-establishment of prairies
- (4) Restoration of wetlands
- (5) Establishment or protection of stream, shoreline and wetland buffers
- (6) Re-establishment of native vegetation into the landscape

B. Reduction of impervious cover

- (1) Reduce new impervious through redevelopment of existing sites and use of existing roadways, trails etc.
- (2) Minimize street width, parking space size, driveway length, sidewalk width
- (3) Reduce impervious surface footprint (e.g. two story buildings, parking ramp)

C. Distribution and minimization of runoff

- (1) Utilize vegetated areas for stormwater treatment (e.g. parking lot islands, vegetated areas along property boundaries, front and rear yards, building landscaping)
- (2) Direct impervious surface runoff to vegetated areas or to designed treatment areas (roofs, parking, driveways drain to pervious areas, not directly to stormsewer or other conveyances)

(3) Encourage infiltration and soil storage of runoff through grass channels, soil compost amendment, vegetated swales, raingardens, etc.

(4) Plant vegetation that does not require irrigation beyond natural rainfall and runoff from the site

D. Runoff utilization

(1) Capture and store runoff for use for irrigation in areas where irrigation is necessary

Information on the Better Site Design Process is available at www.cwp.org.

Section 4. A new Section 3-13-4 is hereby added to read as follows

3-13-4 Compatibility with Other Requirements

1. It is intended that this chapter be construed to be consistent with existing City Code.
2. The requirements of this chapter should be considered minimum requirements, and where any provision of this chapter imposes restrictions different from those imposed by any other chapter, rule or regulations, or other provision of law, whichever provisions are more restrictive or impose higher protective standards for human health or the environment shall be considered to take precedence.

Section 5. A new Section 3-13-5 is hereby added to read as follows

3-13-5 Permit Procedures and Requirements

1. Permit Required. No landowner or developer shall receive any of the building, grading, or other land development permits required for land disturbance activities without first meeting the requirements of this chapter prior to commencing the proposed activity.
2. Pre-application Meeting
 - A. Prior to the development of plans, the applicant shall request a pre-application meeting which will be facilitated by the City between the applicant, City staff, and staff of partner agencies as applicable. The meeting shall be **mandatory** prior to submission of a permit application. The purposes of the meeting are: to understand the general parameters of the proposed project; and to convey the requirement of meeting the provisions of this and other applicable ordinances.
3. Application Requirements.
 - A. Unless specifically exempted by this chapter, any landowner or developer desiring a permit for a land disturbance activity shall submit to the City a permit

application on a form provided for that purpose.

B. Unless otherwise exempted by this chapter, a permit application must be accompanied by the following in order that the permit application be considered:

- (1) A copy of the stormwater management concept plan;
- (2) A copy of the maintenance agreement; and
- (3) A non-refundable permit review fee.

Materials shall be submitted in pdf format for ease of distribution and review.

C. The stormwater management concept plan and maintenance agreement shall be prepared to meet the requirement of this chapter, and fees shall be those established by the City by separate resolution.

4. Application Procedure.

A. Applications for land disturbance activity permits must be filed for review with the office of the Building and Planning Department on any regular business day.

B. The City shall make a determination regarding the completeness of a permit application within ten (10) business days of the receipt of the application and notify the applicant in writing if the application is not complete include the reasons the application was deemed incomplete.

C. Within fifteen (15) business days of the receipt of a complete permit application, including all documents as required by this chapter, City shall inform the applicant whether the application, plan, and maintenance agreement are approved or disapproved by the enforcement officer.

D. If the permit application, stormwater management concept plan, or maintenance agreement are disapproved, the applicant may revise the stormwater management concept plan or agreement. If additional information is submitted, the City shall have 15 business days from the date the additional information is received to inform the applicant that the stormwater management concept plan and maintenance agreement are either approved or disapproved.

E. If the permit application, stormwater management final plan, and maintenance agreement are approved by City, all appropriate land disturbance activity permits shall be issued.

5. Permit Duration. Permits issued under this section shall be valid from the date of issuance through the date City notifies the permit holder that all stormwater BMPs have passed the final inspection required under permit conditions.

6. Application Review Fees. The fee for review of any land development application shall be based on the amount of land to be disturbed at the site; the fee structure shall be established by City, and said fees shall be paid prior to the issuance of any applicable City permits. All such revenue shall be credited to a City budgetary category to support the administration of this chapter.

Section 6. A new Section 3-13-6 is hereby added to read as follows

3-13-6 Stormwater Standards

1. The following general criteria shall be incorporated into the site design for stormwater runoff to protect surface and ground water and other natural resources and other private and public property:
 - A. Reduce impacts on water
 - B. Decrease runoff volume
 - C. Increase infiltration (groundwater recharge)
 - D. Decrease flow frequency, duration, and peak runoff rates
 - E. Reduce time to peak flows by increasing the time of concentration to and through storm sewers
 - F. Store stormwater runoff on-site
 - G. Maintain existing flow patterns
 - H. Avoid natural channel and steep slope erosion as well as protect in stream habitats and channels
 - I. Decrease erosion and sedimentation
 - J. Preserve vegetation
 - K. Preserve and replace existing topsoil in an uncompacted manner
2. The site design shall provide on-site treatment during construction and post-construction to ensure no increase in offsite peak discharge for the 1-year, 24-hour storm event (2.61 inches), the 5-year, 24-hour storm event (7.81 inches).
3. The site design shall provide on-site water quality treatment for the runoff resulting from a rainfall depth of 1.25 inches over the post-construction site area in order to reduce average annual post-development total suspended solids loadings by at least 80%.

4. The site design shall retain on-site for recharge, a portion of the water quality treatment volume calculated as a soil specific recharge factor multiplied by the volumetric runoff coefficient multiplied by the area and all divided by 12. The soil specific recharge factor is given as 0.51 for Hydrologic Soil Group (HSG) A soils, 0.34 for HSG B soils, 0.17 for HSG C soils, and 0.08 for HSG D Soils. The volumetric runoff coefficient is calculated as $0.05 + 0.009$ multiplied by the site impervious percentage. See the Iowa Stormwater Management Manual for additional clarification on the calculation.

5. Applicant shall fully attempt to comply with the standards in one through three above. For areas of the site where there is no feasible way to achieve the recharge requirement, other options may be considered by the City. Options considered and presented shall examine the merits of relocating project elements to address varying soil conditions and other constraints across the site. If full compliance is not possible, the following flexible treatment options shall be used:

A. Applicant shall document the flexible treatment options sequence starting with Alternative #1. If Alternative #1 cannot be met, then Alternative #2 shall be analyzed. If Alternative #2 cannot be met then Alternative #3 shall be met. When all of the conditions are fulfilled within an alternative, this sequence is completed.

B. Recharge techniques considered shall include infiltration, reuse & rainwater harvesting, and canopy interception & evapotranspiration and/or additional techniques included in the Iowa Stormwater Management Manual.

C. Higher priority shall be given to BMPs that include volume reduction. Secondary preference is to employ filtration techniques, followed by rate control BMPs.

D. Factors to be considered for each alternative will include:

- (1) Shallow bedrock
- (2) High groundwater
- (3) Hotspots or contaminated soils
- (4) Poor soils (infiltration rates that are too low or too high, problematic urban soils)

(5) Excessive cost

E. Alternative #1: Applicant attempts to comply with the following conditions:

- (1) Achieve at least 0.625" volume reduction, and

(2) Remove 75% of the annual TP (Total Phosphorous) load, and

(3) Options considered and presented shall examine the merits of relocating project elements to address, varying soil conditions and other constraints across the site.

F. Alternative #2: Applicant attempts to comply with the following conditions:

(1) Achieve volume reduction to the maximum extent practicable, and

(2) Remove 60% of the annual TP load, and

(3) Options considered and presented shall examine the merits of relocating project elements to address, varying soil conditions and other constraints across the site.

G. Alternative #3: Off-site Treatment. Off-site mitigation, as outlined in Section 3-13-7 Waivers, of the required treatment volume that cannot be provided onsite can be used to protect receiving waters.

6. To protect channels, the site shall be designed to infiltrate or provide 24 hour extended detention of the channel protection volume, defined as the 1 year, 24 hour storm per NOAA Atlas 14.

7. The site shall be designed to prevent the post development rate of runoff from exceeding the pre-development rate of runoff for a five year to 100 year storm, 24 hour storm to not exceed runoff rates equivalent to the five year predevelopment storm event per NOAA Atlas 14.

8. The site shall be designed to provide an emergency spillway and designated overflow route for the 100 year, 24 hour storm as defined by the Iowa Stormwater Management Manual. The spillway and overflow route must be able to safely pass overflows through the structure without creating damaging conditions downstream of the facility.

9. Existing topsoil must be preserved on site to be uniformly applied in an uncompacted manner to a minimum depth of four inches.

10. The site shall be designed to provide vegetated buffers for water quality protection adjacent to receiving channels and waters. Buffers shall commence at the "ordinary high water mark", or at the delineated boundary of the waterbody. Buffer widths are based on a 0-10% slope* between the activity and the water body as determined by land use and are as follows;

Residential

35 feet

Industrial	50 feet
Mid/High Density Residential & Commercial	50 feet

*Buffer width shall increase 2 feet for each percent increase in slope above 10%.

- A. Access shall be provided on each side of the buffer for maintenance.
- B. The applicant shall maintain the buffer for the first year after completion of the project.
- C. Impervious surfaces shall not be allowed in the buffer area.
- D. Fences and structures shall not be allowed in the buffer area.
- E. Where land disturbing construction activity occurs within a buffer area, and where no impervious surface is present, adequate approved native vegetative cover of 70% shall be established and maintained. The native vegetative cover shall be sufficient to provide for bank stability from upslope overland flow areas under sheet flow conditions. Non-vegetative materials such as rock riprap, may be employed on the bank as necessary to prevent erosion. Such as on steep slopes of where high velocity flows occur.
- F. BMP's such as filter strips, swales, or wet detention basins may be located in the buffer area.

Section 7. A new Section 3-13-7 is hereby added to read as follows

3-13-7 Waivers

Every applicant shall provide for stormwater management as required by this chapter, unless a written request is filed to waive implementation of BMPs, in whole or in part, and such waiver is granted. Requests to waive implementation of BMPs in whole or in part shall be submitted to City for approval.

1. A waiver of BMPs required by this chapter may be granted provided that at least one of the following conditions is established by the applicant based on authoritative written evidence satisfactory to City:

- A. The proposed development is not likely to impair attainment of the objectives of this chapter.
- B. Alternative minimum requirements for on-site management of stormwater have been established in a stormwater management final plan that has been approved by City and fully implemented.
- C. Provisions are made to manage stormwater by an off-site facility within the same watershed. The off-site facility is required to be in place, to be designed and adequately sized to provide a level of stormwater control that is equal to or greater than

that which would be afforded by on-site practices, and there is, in the City's sole judgment, a responsible entity legally obligated to monitor the performance of and maintain the efficiency of stormwater BMPs in accordance with a written and recorded maintenance agreement.

D. In instances where one of the above conditions is established, the applicant must further establish by authoritative written evidence satisfactory to City that the partial waiver will not result in any of the following impacts to downstream waterways:

- (1) Deterioration of existing culverts, bridges, dams, and other structures; or
- (2) Degradation of biological functions or habitat; or
- (3) Accelerated stream bank or streambed erosion or siltation; or
- (4) Increased threat of flood damage to public health, life, property.

2. If the City finds that a waiver is appropriate because implementation of on-site stormwater BMPs is not feasible due to the natural or existing physical characteristics of a site, or that one of the conditions specified in subsection 1 above cannot be established to a certainty, or that any averted, the applicant shall execute a binding written agreement to accomplish one or more of the following mitigation measures selected by City:

A. The purchase and donation of privately owned lands, or the grant of an easement to be dedicated for preservation and/or reconstruction of native ecosystems of lands strategically located in the watershed consistent with the purposes of this chapter, of a sufficient quantity to enable City or others to achieve City stormwater requirements with respect to a number of cubic feet of annual stormwater equivalent to the estimated number of cubic feet of annual stormwater that will not achieve City stormwater requirements as a consequence of the waiver.

B. The creation of one or more stormwater BMPs on previously developed properties, public or private, that currently lack stormwater BMPs, having a capacity to achieve City stormwater requirements with respect to a number of cubic feet of annual stormwater equivalent to the estimated number of cubic feet of annual stormwater that will not achieve City stormwater requirements as a consequence of the waiver.

C. Monetary contributions (fee in lieu) to fund stormwater management activities as identified in the City of Storm Lake's Comprehensive Stormwater Management Plan such as research and studies (e.g., regional wetland delineation studies, stream monitoring studies for water quality and macroinvertebrates, stream flow monitoring, threatened and endangered species studies, hydrologic studies, monitoring of stormwater BMPs, and stream corridor stabilization practices). The monetary contribution required shall be in accordance with a fee schedule (unless the developer and the City agree on a greater alternate contribution) established by City, based on the estimated cost savings to the developer resulting from the waiver and the estimated future

costs to City to achieve City stormwater requirements with respect to a number of cubic feet of annual stormwater equivalent to the estimated number of cubic feet of annual stormwater that will not achieve City stormwater requirements as a consequence of the waiver. All of the monetary contributions shall be credited to an appropriate capital improvements program project, and shall be made by the developer prior to the issuance of any building permit for the development.

D. Dedication of land or granting of an easement by the applicant of a value equivalent to the cost to City of the construction of an off-site stormwater management facility sufficient to achieve City stormwater requirements with respect to a number of cubic feet of annual stormwater equivalent to the estimated number of cubic feet of annual stormwater that will not achieve City stormwater requirements as a consequence of the waiver. The agreement shall be entered into by the applicant and City prior to the recording of plats or, if no record plat is required, prior to the issuance of the building permit.

E. Factors that may generate waivers:

- (1) Shallow Bedrock
- (2) High Groundwater
- (3) Hotspots or contaminated soils
- (4) Excessive Cost

Section 8. A new Section 3-13-8 is hereby added to read as follows

3-13-8 Approval of Stormwater Management Concept Plan

No application for development will be accepted unless it includes a stormwater management concept plan detailing in concept how runoff and associated water quality impacts resulting from the development will be controlled or managed. The stormwater management concept plan shall:

1. Be prepared by a licensed professional engineer or landscape architect or individual credentialed in a manner satisfactory to the City.
2. Indicate whether stormwater will be managed on site or off site and, if on site, the general location and type of practices, with clear citations to the Iowa Stormwater Management Manual.
3. Include a signed and dated certification under penalty of perjury by the preparer of the stormwater management concept plan that it complies with all requirements of this chapter, meets the design requirements outlined in the Iowa Stormwater Management Manual and is designed to achieve City stormwater requirements, and that the City is entitled to rely upon the certification as due diligence

on the part of City.

4. Include sufficient information (e.g., maps, hydrologic calculations, etc.) to evaluate the environmental characteristics of the project site, the potential impacts of all proposed development of the site, both present and future, on the water resources, and the effectiveness and acceptability of the stormwater BMPs proposed for managing stormwater generated at the project site. The intent of this conceptual planning process is to determine the type of stormwater BMPs necessary for the proposed project, and ensure adequate planning for management of stormwater runoff from future development. To accomplish this goal, the following information shall also be included in the stormwater management concept plan.

A. A USDA soils map identifying soil types, hydrologic soil groups and hydric soils. Soil borings will be required where infiltration practices are proposed.

B. A map (or maps) indicating the location of existing and proposed buildings, roads, parking areas, utilities, structural stormwater management and sediment and erosion BMPs. The map(s) will also clearly show proposed land use with tabulation of the percentage of surface area to be adapted to various uses; drainage patterns; locations of utilities, roads, and easements; and the limits of clearing and grading. A written description of the site plan and justification of proposed changes in natural conditions may also be required. A copy of the current SWPPP may satisfy this requirement.

C. Sufficient engineering analysis to show that the proposed BMPs are capable of achieving City stormwater requirements for the site in compliance with this chapter.

D. A written or graphic inventory of the natural resources at the site and surrounding area as it exists prior to the commencement of the project and a description of the watershed and its relation to the project site. This description should include a discussion of forest cover, topography, wetlands, and other native vegetative areas on the site. Particular attention should be paid to environmentally sensitive areas that provide particular opportunities or constraints for development.

E. A written description of the required maintenance burden for any proposed BMPs.

F. The City may also require a concept plan to consider the maximum development potential of a site under existing zoning, regardless of whether the applicant presently intends to develop the site to its maximum potential.

G. For development occurring on a previously developed site, an applicant shall be required to include within the stormwater management concept plan BMPs for controlling existing stormwater runoff discharges from the site in accordance with this chapter.

5. The stormwater management concept plan shall be referred for comment to all other interested agencies, and any comments must be addressed in a stormwater management final plan.

Section 9. A new Section 3-13-9 is hereby added to read as follows

3-13-9 Approval of Stormwater Management Final Plan

No building, grading, or sediment control permit shall be issued until a satisfactory stormwater management final plan (or a waiver thereof) shall have undergone a review and been approved by the City after determining that the plan or waiver is consistent with the requirements of this chapter. After review of the stormwater management concept plan, and modifications to that plan as deemed necessary by City, a stormwater management final plan must be submitted to the City for approval. The stormwater management final plan, in addition to the information included in the stormwater management concept plan, shall:

1. Be prepared by a licensed professional engineer or landscape architect or individual credentialed in a manner satisfactory to the City.

2. Indicate whether stormwater will be managed on site or off site and, if on site, the general location and type of practices, with clear citations to the Iowa Stormwater Management Manual.

3. Include a signed and dated certification under penalty of perjury by the preparer of the stormwater management final plan that it complies with all requirements of this chapter and the Iowa Stormwater Management Manual, meets the submittal requirements outlined in the Iowa Stormwater Management Manual designed to achieve City stormwater requirements, and that City is entitled to rely upon the certification as due diligence on the part of City.

4. The stormwater management final plan shall also include:

A. A detailed summary of how and why the stormwater management final plan differs, if at all, from the stormwater management concept plan previously submitted.

B. Contact information, including but not limited to the name, address, and telephone number of all persons having a legal interest in the property and the tax reference number and parcel number of the property or properties affected.

C. Topographic base map, consisting of a 1"= 200' topographic base map, of the site which extends a minimum of 300 feet beyond the limits of the proposed development and indicates existing surface water drainage including streams, ponds, culverts, ditches, and wetlands; current land use including all existing structures; locations of utilities, roads, and easements; and significant natural and manmade features

not otherwise shown.

D. Hydrologic and hydraulic design calculations for the pre-development and post-development conditions for the design storms specified in the Iowa Stormwater Management Manual. Such calculations shall include:

- (1) description of the design storm frequency, intensity and duration;
- (2) time of concentration;
- (3) soil curve numbers or runoff coefficients;
- (4) peak runoff rates and total runoff volumes for each watershed area;
- (5) infiltration rates, where applicable;
- (6) culvert capacities;
- (7) flow velocities;
- (8) data on the increase in rate and volume of runoff for the design storms referenced as referenced in the NOAA Atlas 14, Volumes 8 and 9 (April 2013); and
- (9) documentation of sources for all computation methods and field test results.

E. If a stormwater BMP depends on the hydrologic properties of soils (e.g., infiltration basins), then a soils report shall be submitted. The soils report shall be based on on-site boring logs or soil pit profiles. The number and location of required soil borings or soil sites shall be determined based on what is needed to determine the suitability and distribution of soil types present at the location of the BMP. Borings shall be a minimum of 5' below the subgrade of the practice for small practices and 20' below the subgrade of large infiltration basins.

F. A maintenance and repair plan for all stormwater BMPs including detailed maintenance and repair procedures to ensure their continued efficient function. These plans will identify the parts or components of a stormwater BMP that need to be maintained and the equipment and skills or training necessary. Provisions for the periodic review and evaluation of the effectiveness of the maintenance program and the need for revisions or additional maintenance procedures shall be included in the plan.

G. A detailed landscaping plan for management of vegetation at the site after construction is finished, including who will be responsible for the maintenance of vegetation at the site and what practices will be employed to ensure that adequate vegetative cover is preserved. This plan must be prepared by a registered landscape architect, landscape designer, or by an individual credentialed in a manner satisfactory to

the City.

H. Proof of permanent recorded maintenance easements that will ensure access to all stormwater BMPs at the site for the purpose of inspection and repair. These easements will be recorded with the stormwater management final plan and will remain in effect even with transfer of title to the property.

I. Proof of a recorded maintenance agreement binding on all subsequent owners of land served by stormwater BMPs to ensure maintenance and repair in accordance with the specifications of this chapter.

J. Copies of all existing Stormwater Pollution Prevention Plans (SWPPP's) current as of the date of submission of the stormwater management final plan for all construction activities related to implementing any on-site stormwater BMPs.

K. Proof that the applicant has acquired all other applicable environmental permits for the site, or that no other such permits are required, prior to submission of the stormwater management final plan to the City.

Section 10. A new Section 3-13-10 is hereby added to read as follows

3-13-10 Performance Security or Bond

1. The City shall require the submittal of an installation performance security or bond prior to issuance of a permit in order to ensure that the stormwater BMPs are installed by the permit holder as required by the approved stormwater management final plan.

2. The amount of the installation performance security or bond shall be the total estimated construction cost of the stormwater BMPs approved under the permit, plus 25%. The installation performance security or bond shall contain forfeiture provisions for failure to complete work specified in the stormwater management final plan.

3. The installation performance security or bond shall be released in full only upon submission of "as-built plans" of all stormwater BMPs specified in the stormwater management final plan and written certification by a professional engineer that the stormwater BMPs have been installed in accordance with the approved stormwater management final plan and other applicable provisions of this chapter. The City will make a final inspection of stormwater BMPs to ensure compliance with the approved stormwater management final plan and the provisions of this chapter. Provisions for a partial pro rata release of the installation performance security or bond based on the completion of various development stages can be made at the discretion of City.

4. The installation performance security or bond shall inure only to the benefit of the City for purposes of completing, modifying, or correcting the stormwater BMPs to comply with this chapter.

Section 11. A new Section 3-13-11 is hereby added to read as follows

3-13-11 Construction Inspection

1. The applicant must notify the City in advance before the commencement of construction. Regular inspections of construction of the stormwater BMPs shall be conducted by City of City's designated representative. Inspections will be conducted before any land disturbing activity begins, at the time of footing inspections, at the completion of the project; and prior to the release of financial securities. All inspections shall be documented and written reports prepared that contain the following information:
 - A. The date and location of the inspection; and
 - B. Whether construction is in compliance with the approved stormwater management concept plan; and
 - C. Variations, if any, from the approved stormwater management concept plan.
2. If any violations are found, the applicant shall be notified in writing of the nature of the violation and the required corrective actions. No additional work shall proceed until any violations are corrected and all work previously completed has received approval by City.
3. After construction is completed, applicants are required to submit actual "as-built" drawings satisfactory to City for any stormwater BMPs located on site. The drawings must show the final design specifications for all stormwater BMPs and must be certified by a professional engineer. A final inspection by City is required before the release of the installation performance security or bond can occur.
4. Landscaping and stabilization shall be accomplished to prevent violation of City stormwater requirements or impairment of BMPs. In addition, a landscaping plan must be submitted with the final as-built drawings describing the vegetative stabilization and management techniques to be used at a site after construction is completed. This plan will explain not only how the site will be stabilized after construction, but who will be responsible for the maintenance of vegetation at the site and what practices will be employed to ensure that adequate vegetative cover is preserved. This plan must be prepared by a registered landscape architect, landscape designer, or by an individual credentialed in a manner acceptable to the City.

Section 12. A new Section 3-13-12 is hereby added to read as follows

3-13-12 Maintenance and Repair of Stormwater BMPS

The applicant or owner of every site or an assignee qualified pursuant to Section 3-13-11 shall be responsible for providing as built drawings at the completion of the project and maintaining as-built stormwater BMPs in an effective state as determined in the sole judgment of City for 10 years from and after completion of construction.

1. Maintenance and Repair Easement. Prior to the issuance of any permit for development involving any stormwater BMP, the applicant or owner of the site must execute a maintenance and repair easement agreement that shall be binding on all subsequent owners of land served by the stormwater BMP. The agreement shall provide for access to the BMP and the land it served at reasonable times for periodic inspection by City or City's designee and for regular or special assessments of property owners to ensure that the BMP is maintained in proper working condition to meet City stormwater requirements. The easement agreement shall be recorded by City at the expense of the permit holder or property owners.

2. Maintenance Covenants.

A. Maintenance of all stormwater BMPs shall be ensured through the creation of a formal maintenance covenant that must be approved by the City and recorded prior to the stormwater management final plan approval. As part of the covenant, a schedule shall be developed for when and how often maintenance will occur to ensure proper function of the stormwater BMPs. The covenant shall also include plans for periodic inspections to ensure proper performance of the BMPs between scheduled cleanouts.

B. The City, in lieu of a maintenance covenant, may at its discretion, accept dedication of any existing or future stormwater BMP to include City responsibility for maintenance and repair, provided that: the maintenance and repair of such element will not impose an undue burden on other City taxpayers who enjoy little if any benefit from the BMP; the BMP meets all the requirements of this chapter; and the dedication includes adequate and perpetual access and sufficient area, by easement or otherwise, of inspection and regular maintenance.

3. Requirements for Maintenance Covenants. All stormwater BMPs must undergo, at the minimum, an annual inspection to document maintenance and repair needs and ensure compliance with the requirements of this chapter and accomplishment of its purposes. These needs may include (but are not limited to) removal of sediment build up, litter, and other debris from all stormwater treatment and conveyance facilities including ponds, infiltration basins, raingardens, catch basins, inlets, and drainage pipes, grass cutting and vegetation removal, and necessary replacement of landscape vegetation. Any maintenance or repair needs detected must be corrected by the developer or entity responsible under a written maintenance agreement in a timely manner, as determined by City, and the inspection and maintenance requirement may be increased as deemed necessary to ensure proper functioning of the stormwater BMPs.

4. Inspection of Stormwater BMPs. Inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants, inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of State or

Federal water or sediment quality standards or the NPDES stormwater permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in stormwater BMPs, and evaluating the condition of stormwater BMPs.

5. Right of Entry for Inspection. When any new stormwater BMP is installed on private property, or when any new connection is made between private property and a public stormwater management facility, sanitary sewer or combined sewer, the property owner shall grant to City the right to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when City has a reasonable basis to believe that a violation of this chapter is occurring or has occurred, and to enter when necessary for abatement of a public nuisance or correction of a violation of this chapter.

6. Records of Installation and Maintenance and Repair Activities. Parties responsible for the operation and maintenance of stormwater BMPs shall submit to the City Engineer an annual maintenance and inspection report including all records of the installation and of all maintenance and repairs conducted. At the completion of the 5th year, an updated as built drawing will be required. The responsible parties shall retain the records for at least five (5) years or longer if the City Inspector deems it necessary. These records shall be made available to City during inspection of the facility and at other reasonable times upon request.

7. Failure to Maintain Stormwater BMPs. If a responsible party fails or refuses to meet the requirements of the maintenance covenant or any provision of this chapter, the City, after reasonable notice, may correct a violation by performing all necessary work to place the BMP in proper working condition. In the event that the stormwater BMP becomes a danger to public safety or public health, the City shall notify the party responsible for maintenance of the stormwater BMP in writing. Upon receipt of that notice, the responsible person shall have thirty (30) days to effect maintenance and repair of the stormwater BMP in an approved manner. After proper notice, the City may assess, jointly and severally, the owners of the stormwater BMP or the property owners or the parties responsible for maintenance under any applicable written agreement for the cost of repair work and any penalties; and the cost of the work shall be a lien on the property, or prorated against the beneficial users of the property, and may be placed on the tax bill and collected as ordinary taxes.

The applicant or owner of every site or an assignee qualified pursuant to Section 3-13-12 shall be responsible for providing as built drawings at the completion of the project and maintaining as-built stormwater BMPs in an effective state as determined in the sole judgment of City for 10 years from and after completion of construction.

1. Maintenance and Repair Easement. Prior to the issuance of any permit for development involving any stormwater BMP, the applicant or owner of the site must execute a maintenance and repair easement agreement that shall be binding on all

subsequent owners of land served by the stormwater BMP. The agreement shall provide for access to the BMP and the land it served at reasonable times for periodic inspection by City or City's designee and for regular or special assessments of property owners to ensure that the BMP is maintained in proper working condition to meet City stormwater requirements. The easement agreement shall be recorded by City at the expense of the permit holder or property owners.

2. Maintenance Covenants.

A. Maintenance of all stormwater BMPs shall be ensured through the creation of a formal maintenance covenant that must be approved by the City and recorded prior to the stormwater management final plan approval. As part of the covenant, a schedule shall be developed for when and how often maintenance will occur to ensure proper function of the stormwater BMPs. The covenant shall also include plans for periodic inspections to ensure proper performance of the BMPs between scheduled cleanouts.

B. The City, in lieu of a maintenance covenant, may at its discretion, accept dedication of any existing or future stormwater BMP to include City responsibility for maintenance and repair, provided that: the maintenance and repair of such element will not impose an undue burden on other City taxpayers who enjoy little if any benefit from the BMP; the BMP meets all the requirements of this chapter; and the dedication includes adequate and perpetual access and sufficient area, by easement or otherwise, of inspection and regular maintenance.

3. Requirements for Maintenance Covenants. All stormwater BMPs must undergo, at the minimum, an annual inspection to document maintenance and repair needs and ensure compliance with the requirements of this chapter and accomplishment of its purposes. These needs may include (but are not limited to) removal of sediment build up, litter, and other debris from all stormwater treatment and conveyance facilities including ponds, infiltration basins, raingardens, catch basins, inlets, and drainage pipes, grass cutting and vegetation removal, and necessary replacement of landscape vegetation. Any maintenance or repair needs detected must be corrected by the developer or entity responsible under a written maintenance agreement in a timely manner, as determined by City, and the inspection and maintenance requirement may be increased as deemed necessary to ensure proper functioning of the stormwater BMPs.

4. Inspection of Stormwater BMPs. Inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; random inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants, inspections of businesses or industries of a type associated with higher than usual discharges of contaminants or pollutants or with discharges of a type which are more likely than the typical discharge to cause violations of State or Federal water or sediment quality standards or the NPDES stormwater permit; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include but are not limited to: reviewing maintenance and repair

records; sampling discharges, surface water, groundwater, and material or water in stormwater BMPs, and evaluating the condition of stormwater BMPs.

5. Right of Entry for Inspection. When any new stormwater BMP is installed on private property, or when any new connection is made between private property and a public stormwater management facility, sanitary sewer or combined sewer, the property owner shall grant to City the right to enter the property at reasonable times and in a reasonable manner for the purpose of inspection. This includes the right to enter a property when City has a reasonable basis to believe that a violation of this chapter is occurring or has occurred, and to enter when necessary for abatement of a public nuisance or correction of a violation of this chapter.

6. Records of Installation and Maintenance and Repair Activities. Parties responsible for the operation and maintenance of stormwater BMPs shall submit to the City Engineer an annual maintenance and inspection report including all records of the installation and of all maintenance and repairs conducted. At the completion of the 5th year, an updated as built drawing will be required. The responsible parties shall retain the records for at least five (5) years or longer if the City Inspector deems it necessary. These records shall be made available to City during inspection of the facility and at other reasonable times upon request.

7. Failure to Maintain Stormwater BMPs. If a responsible party fails or refuses to meet the requirements of the maintenance covenant or any provision of this chapter, the City, after reasonable notice, may correct a violation by performing all necessary work to place the BMP in proper working condition. In the event that the stormwater BMP becomes a danger to public safety or public health, the City shall notify the party responsible for maintenance of the stormwater BMP in writing. Upon receipt of that notice, the responsible person shall have thirty (30) days to effect maintenance and repair of the stormwater BMP in an approved manner. After proper notice, the City may assess, jointly and severally, the owners of the stormwater BMP or the property owners or the parties responsible for maintenance under any applicable written agreement for the cost of repair work and any penalties; and the cost of the work shall be a lien on the property, or prorated against the beneficial users of the property, and may be placed on the tax bill and collected as ordinary taxes.

Section 13. A new Section 3-13-13 is hereby added to read as follows

3-13-13 Enforcement and Penalties

1. Violation of any provision of this chapter may be enforced by civil action including an action for injunctive relief. In any civil enforcement action, administrative or judicial, the City shall be entitled to recover its attorneys' fees and costs from a person who is determined by a court of competent jurisdiction to have violated this chapter.

2. The City may issue a stop work order for violation of any provision of this chapter. The stop work order shall remain in effect until the violation is corrected and a subsequent inspection completed.

3. Violation of any provision of this chapter may also be enforced as a municipal infraction within the meaning of Section 364.22 of the Code of Iowa, pursuant to Chapter 4 of this Code of Ordinances.

4. Enforcement pursuant to this section shall be undertaken by City upon the advice and consent of the City Attorney or other counsel employed by City.

5. Any violator may be required to restore land to its undisturbed condition. In the event that restoration is not undertaken within a reasonable time after notice, the City may take necessary corrective action, the cost of which shall become a lien upon the property until paid.

6. Occupancy permits shall not be granted until all stormwater BMPs have been inspected and approved by City.

Section 14. A new Section 3-13-14 is hereby added to read as follows

3-13-14 Appeal

Administrative decisions by City staff and enforcement actions may be appealed by the developer or property owner to the City Council pursuant to the following rules:

1. The appeal must be filed in writing with the City Clerk within five (5) business days of the decision or enforcement action.
2. The written appeal shall specify in detail the action appealed from, the errors allegedly made by the enforcement officer giving rise to the appeal, a written summary of all oral and written testimony the applicant intends to introduce at the hearing, including the names and addresses of all witnesses the applicant intends to call, copies of all documents the applicant intends to introduce at the hearing, and the relief requested.
3. The enforcement officer shall specify in writing the reasons for the enforcement action, a written summary of all oral and written testimony the enforcement officer intends to introduce at the hearing, including the names and addresses of all witnesses the enforcement officer intends to call, and copies of all documents the enforcement officer intends to introduce at the hearing.
4. The City Clerk shall notify the applicant and the enforcement officer by ordinary mail and shall give public notice, in accordance with Chapter 21 of the Code of Iowa, of the date, time, and place for the regular or special meeting of the City Council at which the hearing on the appeal shall occur. The hearing shall be scheduled for a date not less than four (4) or more than twenty (20) days after the filing of the appeal. The rules of evidence and procedure and the standard of proof to be applied shall be the same as provided by Chapter 17A, Code of Iowa. The applicant may be represented by counsel at the applicant's expense. The enforcement officer may be represented by the City Attorney or by an attorney designated by the City Council at City expense.

5. The decision of the City Council shall be rendered in writing and may be appealed to the Iowa District Court.

Section 15. A new Section 3-13-15 is hereby added to read as follows

3-13-15 Definitions

Terms in this chapter, other than those defined below, shall have the meanings set out in the Iowa Stormwater Management manual.

1. "Applicant" means a property owner or agent of a property owner who has filed an application for a stormwater management permit.
2. "Best Management Practice (BMP)" is a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in the most cost-effective manner. BMPs can be either Non Structural (planning, watershed management, practice design, etc.) or Structural (Engineered and constructed) systems that are used to treat the stormwater.
3. "Buffer" is a vegetative area, including trees, shrubs, and herbaceous vegetation, that exists or is established to protect a stream system, lake, or reservoir area. Alteration of the natural area is strictly limited.
4. "Building" means any structure, either temporary or permanent, having walls and a roof, designed for the shelter of any person, animal, or property, and occupying more than 100 square feet of area.
5. "City stormwater requirements" means the standards, sizing criteria, BMPs and other requirements established in this chapter.
6. "Dedication" means the deliberate appropriation of property by its owner for general public use.
7. "Developer" means a person, persons, or entity who undertakes land disturbance activities.
8. "Development or "Redevelopment means either:
 - A. Land disturbance activity exceeding one acre (43,560 square feet) on land previously vacant of buildings or largely free of previous land disturbance activity other than traditional agricultural activities; or
 - B. Land disturbance activity exceeding one acre (43,560 square feet) in areas where existing land use is high density commercial, industrial, institutional or multi-family residential (a.k.a. "redevelopment").

9. "Drainage easement" means a legal right granted by a landowner to a grantee allowing the use of private land for stormwater management purposes. Public easements shall be maintained by the City of Storm Lake. Private easements shall be maintained by the private owners of the project.
10. "Enforcement officer" means that person designated by the City having responsibility for administration and enforcement of this chapter.
11. "Excessive Cost" means Practice cost greater than an amount as set by resolution of the City Council per impervious acre.
12. "Fee in lieu" means a payment of money in place of achieving or exceeding all or part of City stormwater requirements.
13. Infiltration Based Practices means that at a minimum the water quality volume moves through the soil media to provide filtration.
14. "Iowa Stormwater Management manual" means the current Iowa Stormwater Management Manual publication, by whatever name, as amended from time to time by Iowa Department of Natural Resources in collaboration with Iowa Stormwater Education Program and other partners that recommends Stormwater Management Guidelines and Uniform Sizing Criteria and BMPs designed to address said Guidelines.
15. "Land disturbance activity" means any activity which changes the volume or peak flow discharge rate of rainfall runoff from the land surface. This may include the grading, digging, cutting, scraping, or excavating of soil, placement of fill materials, paving, construction, substantial removal of vegetation, or any activity which bares soil or rock or involves the diversion or piping of any natural or man-made watercourse.
16. "Landowner" means the legal or beneficial owner of land, including those holding the right to purchase or lease the land, or any other person holding proprietary rights in the land.
17. "Maintenance agreement" means a legally recorded document that acts as a property deed restriction, and which provides for long-term maintenance of stormwater BMPs.
18. "Native Vegetation" refers to vegetation originating naturally in this region of the state. Native vegetation is not to be confused with all existing vegetation.
19. "Predevelopment Condition" shall be considered the greater of the rainfall at which direct runoff begins using the curve number for a meadow in good condition, or the 1-year, 24-hour storm event per the Iowa Stormwater Management Manual.
20. "Stormwater management" means the use of BMPs that are designed in accordance with City stormwater requirements to reduce stormwater runoff pollutant

loads, discharge volumes, peak flow discharge rates, and detrimental changes in stream temperature that affect water quality and habitat.

21. "Stormwater Pollution Prevention Plan" (SWPPP) means a plan that is designed to minimize the accelerated erosion, sediment, and other pollutant runoff at a site during construction activities.

22. "TP (Total Phosphorous) means the total concentration of all forms of phosphorus found in a water sample.

Section 17. This ordinance shall be in full force and effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this 21st day of July, 2014.

David Walker, Mayor Pro-Tem

ATTEST:

Justin Yarosevich, City Clerk

Pizza Ranch TIF Ordinance – Moved by Council Member Engelmann to pass on 2nd reading Ordinance No. 01-O-2014-2015 Providing for the collection of incremental taxes in connection with the Storm Lake Urban Renewal Area North #1 – Bargloff Urban Renewal Area (Pizza Ranch parcel). Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

CDBG Housing Grant 2014 – Moved by Council Member Huddleston to approve signing the Iowa Economic Development Authority 2014 CDBG Housing Grant agreement. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Adjournment – Moved by Council Member Anderson to adjourn the meeting at 5:30pm. Seconded by Council Member Porsch. Vote: All ayes. Motion carried.

Jon F. Kruse, Mayor

Attest: Justin Yarosevich

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: July 29, 2014

REFERENCE: LIQUOR LICENSE RENEWAL
KNIGHTS OF COLUMBUS
1507 E LAKESHORE DR

Discussion: Per your request I have accessed the department computer for calls of interest to the aforementioned establishment. The calls are as follows:

	07-30-2012 to 07-29-2013	07-30-2013 to 07-27-2014
INCIDENTS		
Accident	1	0
Ambulance Assist	1	0
Bar Check	11	18
Business Assist	0	1
Business Security	120	144
Citizens Assist	0	1
D.A.R.E. Presentation	0	3
Disturbance	0	1
Extra Security	1	1
Fight	0	2
Funeral Escort	1	2
Intoxicated Pedestrian	0	1
Juvenile Problem	1	0
Keys Locked In Car	1	5
Lost Property	1	0
Pedestrian Stop	0	1
PR/Talk/Presentation	8	6
Open Window	1	1
Registration Check	0	1
Street Beat	1	1
Vehicle Search	0	1
Interpretation	1	0
Station Assignment	3	1
Traffic Control	1	0
Traffic Stop	12	11

ARRESTS

Contempt of Court	0	1
Disorcerly Conduct	0	1
Public Intoxication	0	1

Recommendation: Approval of liquor license.

M E M O R A N D U M

TO: JUSTIN YAROSEVICH

FROM: MARK PROSSER

DATE: July 29, 2014

REFERENCE: LIQUOR LICENSE RENEWAL
BOZ WELLS
507 ERIE ST

Discussion: Per your request I have accessed the department computer for calls of interest to the aforementioned establishment. The calls are as follows:

	07-30-2012 to 07-29-2013	07-30-2013 to 07-27-2014
INCIDENTS		
Accident	0	1
Business Assist	1	0
Business Security	7	7
City/County Department Assist	1	0
Disturbance	1	1
Harrassment	1	0
Interpretation	1	0
Intoxicated Pedestrian	1	0
Keys Locked In Car	1	2
Meeting	1	0
Parking Complaint	0	1
PR/Talk/Presentation	1	2
Scam	0	1
Station Assignment	1	0
Traffic Stop	1	1
ARRESTS	none	none

Recommendation: Approval of liquor license.



**APPLICATION FOR APPOINTMENTS
TO STORM LAKE BOARDS & COMMISSIONS**

City of Storm Lake
P.O. Box 1086, 620 Erie Street
Storm Lake, IA 50588
Phone #712-732-8000
Fax #712-732-4114
www.stormlake.org

PERSONAL DATA

<u>Lampe</u>	<u>Maxine</u>	<u>B.</u>
Last Name	First Name	Middle Initial
<u>943 Leona Circle</u>	<u>Storm Lake</u>	<u>IA.</u>
Address	City	State
<u>712-732-1058</u>	<u>712-299-5791</u>	<u>50588</u>
Home Phone #	Cell Phone #	Zip Code
<u></u>	<u></u>	<u>lampe.maxine@gmail.com</u>
Business Phone #	E-mail Address:	
<u></u>	<u>retired school administrator</u>	
Employer	Occupation	

How long have you lived in Storm Lake? 38 years

List any volunteer/civic/community activity in which you have been involved in:

CASA, Stephen Ministry Leader, Drug Endangered Task Force, SALUD, AAUW local and Iowa President, Iowa

Women's Leadership Coalition, State AI Exito Board, Mission Chair for St. Mark Women, AAUW Natl. Comm.

Please check the following City boards or commissions to which you would like to be appointed:

- | | | |
|---|---|--|
| ☒ Airport Commission (1st choice) | ☐ 911 Board | ☐ ADA Committee |
| ☐ Airport Board of Adjustment | ☐ Board of Appeals | |
| ☐ Band Trustees | ☐ Library Board (6 yrs) | |
| ☒ Board of Adjustment (5 yrs) | ☐ Landfill Commission | |
| ☐ Cemetery Board | ☐ Planning & Zoning Commission | |
| ☐ Civil Service Commission (6 yrs) | ☐ Storm Water Advisory | |

All of the above boards & commissions have a 3-year term unless otherwise stated.

Why do you want to serve on this board or commission?

Having lived in Storm Lake for many years I am now at a point in my life where I can give back to the community for
all they have given us. I am thoughtful and listen well having gained these skills as a school administrator. I am not
afraid to speak up when difficult decisions need to be made. I also feel we need to have gender balance on boards and
commissions in a forward looking community like Storm Lake. I want to help make SL a community we are proud of.

Please complete back side of this form.

In accordance with Iowa Code Chapter 362 the City must determine what relationships or transactions you may have or potentially have with the City of Storm Lake prior to your appointment to a Board or Commission. In order to do this we must ask you to answer the following questions.

Do you or any immediate family member own or are part owners of a business doing business with the City of Storm Lake?

☐ Yes ☒ No

If so, name of the business and the percentage you or immediate family member own?

Are you employed by any business doing business with the City of Storm Lake? ☐ Yes ☒ No

If Yes: _____

What is the name of the Business: _____

Is your salary/bonus determined by financial performance of the company or do you receive a commission?

☐ Yes ☒ No

I certify that the above answers are correct and true.

Maxine Lampe
Signature

7/28/2014
Date

"Appointments to City Boards and Commissions are made by the Storm Lake Mayor and confirmed by the City Council."

Please return the completed form to:

City Clerk
City of Storm Lake
P.O. Box 1086
Storm Lake, IA 50588

If you should have any questions, feel free to contact City Administration at 732-8000.

Staff Summary

8/4/2014

Agenda Item # B.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Sue Vossberg, Deputy Clerk

SUBJECT: Buy Local Information

BACKGROUND: Early in 2011 during a Study Session discussion Council asked staff to look at putting together some analysis information regarding the amount of purchases made locally. We have pulled that information together and provided a summary of purchases identified in the current list of bills to be approved that are purchased locally (within the City of Storm Lake), within Buena Vista County, and outside of Buena Vista County are presented here for Council's review. This information is presented for both the City and King's Pointe's bills.

As the reader reviews the information they should note the following key notes:

- Costs associated with any major capital project (those bid under the State of Iowa Bid Law) are excluded from the calculation
- Costs associated with travel is excluded from the calculation and %
- Costs associated with payroll is excluded from the calculation and %
- In some cases there is only one vendor or an item is only available from vendors outside of the City limits and/or Buena Vista County – we have not identified these
- Some departments have fairly minor budgets and a major purchase can skew the % and or amount for a given review period (For Example: the Airport may have normally \$4,000 - \$6,000 in expenses until they purchase Jet Fuel or Av Gas which can be \$10,000 + and as a vendor who is not local this can skew the information for that review period)
- Local has been determined to be has an office front in the area and based on where the office front is located for local vs. BV County (For Example: Wal-Mart is considered local since they have a store in Storm Lake even though their headquarters is not located here)

As with all analytical data it is possible to interpret the numbers in a variety of ways and as we move forward we would be happy to provide further detail and or revise the way in which we show the data. Likewise if you have any questions or concerns please don't hesitate to contact city staff.

FISCAL IMPACT:

	Total Expenses	Calculated Expenses	Local	%	BV Co	%	Non Local	%
City	\$460,204.16	\$77,854.88	\$14,806.24	19	\$442.90	1	\$62,605.74	80
King's Pointe	\$583,978.64	\$172,696.39	\$40,750.61	24			\$131,945.78	76

Golf Course	\$8,162.95	\$4,907.01	\$3,693.63	75			\$1,213.38	25
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RECOMMENDATION: Review Buy Local Information

Staff Summary

8/4/2014
Agenda Item # 3.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: **Resolution # 22-R-2014-2015 Authorizing The Use Of Chautauqua Park, Road Closure, Noise Variance, Fencing, Food & Craft Vending & Related Requests To The 2014 Hy-Noon Kiwanis Car Show & Santa's Castle Events**

BACKGROUND: Attached to this staff summary is a written request from Curt Reis representing the Hy-Noon Kiwanis Club in reference to the 2014 Kiwanis Car Show and Santa's Castle Event scheduled for Sunday, August 31, 2014. The events are scheduled from 8:00am until 5:00pm in Chautauqua Park.

The specific requests are as follows:

*Permission to use Chautauqua Park on 8/31 from 8:00am until 5:00pm

*Permission to fence off the west and southern section of Chautauqua Park in order to create the venue for the Car Show with the City providing the fence

* A Noise Variance to be issued for the venue for the hours of 8:00am until 5:00pm for outdoor entertainment, announcements and engine demonstrations

*Chautauqua Park Drive to be closed from the Parks Department Building west to Lakeshore Drive from 8:00am until 5:00pm

*Permission for food and crafts sales within the venue

*Appropriate support from the Parks Department and Public Safety

The requests are consistent with previous years. The events have always gone well.

FISCAL IMPACT: The Parks Department will have staff time and preparation time in connection to this event. Public Safety will have minimal expenses. The impact to the city departments will be absorbed

within their normal operational budgets.

The events are designed as fund raisers for both the Hy-Noon Kiwanis and Santa's Castle which will be used to support the two local entities.

RECOMMENDATION: Pass Resolution # 22-R-2014-2015

ATTACHMENTS:

Description		Type
	Letter and Variance	Contract
	Resolution No. 22-R-2014-2015	Resolution

June 17, 2014

City of Storm Lake &
Park Board of Storm Lake
c/o City Clerk
City Hall
620 Erie Street
Storm Lake, IA 50588

RE: Kiwanis Car Show and Santa's Castle Events
Request for Noise Variance, Fencing/Street Blockage, Use of Chautauqua Park
Date of Events: Sunday, August 31, 2014

Dear Ladies and Gentlemen:

This concerns the Kiwanis Car Show and Santa's Castle events to be held on Sunday, August 31, 2014. The Hy-Noon Kiwanis of Storm Lake will be hosting the annual car show alongside Santa's Castle crafts and events. Proceeds from the car show will go to Kiwanis and used to support our commitment to youth recreation and education. Santa's Castle proceeds will go toward the benefit of the Castle.

As in the past, these events will take place in Chautauqua Park. We are requesting your permission to continue these activities in the park.

August 31, 2014:

General Description: On Sunday, August 31, 2014 we are planning the following activities in Chautauqua Park:

1. Auto Show hosted by the Hy-Noon Kiwanis
2. Events hosted by Santa's Castle

Our request is much the same as we requested last year. Our desire is to have a fence separating the east and west side of the park. The fence line would run immediately to the west of the shelter house and tennis courts. We would like to restrict entry into the west side of the park at the corner where Lakeshore Drive, Chautauqua Park Drive, and Cayuga Street meet. This is where show vehicles will enter the automobile show. Food and soda sales booths will be in the vicinity of the north and northeast side of the shelter house. Craft booths will be located to the east side of the shelter house.

The public will enter the auto show from the north side through the sidewalk just to the west of the shelter house as in past years. Automobiles for the auto show will enter on the west side of the park by turning onto Chautauqua Park Drive from Lakeshore Drive, as in past years. The east side of the park will be unrestricted to the public.

There will also be a DJ stand set up directly to the northwest of the tennis court area to play classic car music and make award announcements for the auto show. This will be within the confines of the fenced area.

Fence Permit: We request that you permit us (the Hy-Noon Kiwanis) to fence off Chautauqua Park in the same manner as past years. We request that Chautauqua Park Drive be blocked at its entrance from Cayuga Street to the point south of the city maintenance garage. This street would need to be blocked from 8:00 am to 5:00 pm.

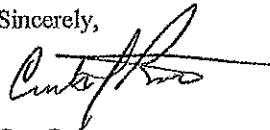
Request for Fencing: Please provide us with the fencing to block off the area requested for our activities. Our organization will be responsible for the erection and removal of this fence and will work with the city personnel in this regard.

Noise Variance: We request that you allow us (Hy-Noon Kiwanis) a variance to the noise ordinance. Music and vehicle engines will be performing during the day. The variance would be in effect from 8:00 am to 5:00 pm.

A certificate of liability insurance will be provided naming the City of Storm Lake and the Chamber of Commerce as insured for \$1,000,000 of coverage.

Thank you for your continued cooperation and support of these events. We look for continued growth and success of the events. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Curt Reis', with a long horizontal flourish extending to the right.

Curt Reis
Hy-Noon Kiwanis
Car Show Committee

cc: Ron Stevenson (Santa's Castle)
Mark Prosser (Storm Lake Police)



Public Safety Police & Fire

PERMIT

401 East Milwaukee Avenue
Storm Lake, IA 50588
Phone: 712-732-8010

Event 2014 Car Show & Related Events

Issued To: Name Curt Reis

Organization Hy-Noon Kiwanis

Address 1207 Poplar Lane

Storm Lake, IA 50588

Phone 712-732-6104

Date(s) of Event Sunday, 8-31-2014

Time(s) of Event 8:00am - 5:00pm

Expiration of Permit 9-1-2014

Location/Area of Use Chautauqua Park

Type of Permit

X X X

1 Noise Variance -8-7-4

2 Ride/Run/Walk - 9-13-4

3 Parade -9-13-4

4 Public Demonstration - 8-7-4

X X X

5 Street Closing Chautauqua Park Road

6 Fireworks - 8-2-1-(I2A)

7 Authorized Burn - 7-2-2-B

8 Other

Authorized by: Mark A. Prosser

Printed Name

Signature

Signature

8-5-2014

Date

Public Safety Director

Title

RESOLUTION NO. 22-R-2014-2015

A RESOLUTION APPROVING REQUESTS FOR THE 2014 KIWANIS CAR SHOW AND SANTA'S CASTLE EVENTS ON LABOR DAY WEEKEND

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA:

To approve the use of Chautauqua Park on Sunday, August 31, 2014 between the hours of 8:00am and 5:00pm for the Hy-Noon Kiwanis Car Show and Santa's Castle fundraising events.

To further approve the closing of Chautauqua Park Road from the Parks Department Building west to Lakeshore Drive on Sunday, August 31, 2014 between the hours of 8:00am and 5:00pm.

To further approve a noise variance on Sunday, August 31, 2014 between the hours of 8:00am and 5:00pm.

To further give permission to fence off the car show venue boundaries, the use of the City's snow fence, and permission to charge admission to car show venue.

To further approve appropriate support from the Parks and Public Safety Departments.

And to further give permission for food, arts and crafts vending.

PASSED AND APPROVED this 4th day of August, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

8/4/2014

Agenda Item # 4.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Mark Prosser, Public Safety Director

SUBJECT: **Resolution # 23-R-2014-2015 Authorizing Street Closure, Noise Variance, Food Vending & Related Requests For The 2014 Storm Lake Music Department Beach Party**

BACKGROUND: Attached to this staff summary is a written request from Jason Heeren representing the Storm Lake High School submitting a series of requests in connection with the 2014 Storm Lake Music Department Beach Party scheduled for Thursday, August 28, 2014 between the hours of 6:00pm and 8:00pm in the 600 block of Lake Avenue.

The specific requests are as follows:

*The closure of the 600 block of Lake Avenue (5th Street to 6th Street) between the hours of 3:00pm and 9:00pm for set up, the event and clean up

*A Noise Variance to be issued within the venue between the hours of 5:30pm and 8:30pm for outdoor, amplified entertainment

*Permission for food sales and vending within the venue

The requests are consistent with previous years. The event has gone well in the past.

FISCAL IMPACT: The Street Department and Public Safety Department will have a small fiscal impact for set up and monitoring all of which will be covered in their normal operational budgets.

The event is a fund-raiser for the Storm Lake Music Department with profits being used for Storm Lake students.

RECOMMENDATION: Pass Resolution # 22-R-2014-2015

ATTACHMENTS:

Description	Type
beach party letter & variance	Contract
Resolution No. 23-R-2014-2015	Resolution

Mark Prosser

From: Jason Heeren <jheeren@slcsd.org>
Sent: Monday, July 28, 2014 9:57 AM
To: Mark Prosser
Subject: Re: Beach Party

Chief Prosser,

I am requesting a street closure and noise variance for the Storm Lake Music Department Beach Party. The event is on Thursday, August 28th from 6-8 pm and will be held on the 600 block of Lake Ave. We would like the street closed at 3:00 pm for set-up and would be able to reopen at 9:00 pm. The noise variance would be from 5:30-8:30 to cover the music from the DJ and crowd of customers.

Thank you for your help and support of our event.

Sincerely,

Jason Heeren
Director of Bands, Storm Lake Community School
621 Tornado Drive
Storm Lake, Iowa 50588
712-732-8065 ext 2111 (office)
712-251-4673 (cell)

On Mon, Jul 28, 2014 at 9:46 AM, Jason Heeren <jheeren@slcsd.org> wrote:
OK. I'll get that for you!

On Mon, Jul 28, 2014 at 9:27 AM, Mark Prosser <Prosser@stormlake.org> wrote:

I need a letter or email giving the specific location, date, times of street closures, noise variance request if needed with time of variance. In addition the letter should include your name, mailing address, office and cell phone information.

From: Jason Heeren [mailto:jheeren@slcsd.org]
Sent: Monday, July 28, 2014 9:19 AM
To: Mark Prosser
Cc: Goodman, Lynette J.; Joanne Tucker; Michele Grossman
Subject: Beach Party

Chief Prosser,



Public Safety Police & Fire

PERMIT

401 East Milwaukee Avenue
Storm Lake, IA 50588
Phone: 712-732-8010

Event 2014 SLHS Music Dept. Beach Party

Issued To: Name Jason Heeren

Organization SLCSD

Address 621 Tornado Drive
Storm Lake, IA 50588

Phone 712-732-8065 ext: 2111 / Cell: 712-251-4673

Date(s) of Event Thursday, 08-28-2014

Time(s) of Event 5:00PM - 9:00PM

Expiration of Permit 08-29-2014

Location/Area of Use 600 Block of Lake Avenue

Type of Permit

☒ ☒ ☒

1 Noise Variance -8-7-4 5:30PM - 8:30PM

2 Ride/Run/Walk - 9-13-4

3 Parade -9-13-4

4 Public Demonstration - 8-7-4

☒ ☒ ☒

5 Street Closing 600 Block of Lake Avenue 5:00 - 9:00PM

6 Fireworks - 8-2-1-(I2A)

7 Authorized Burn - 7-2-2-B

8 Other

Authorized by:

Mark A. Prosser

Printed Name

[Signature]
Signature

8-6-2014

Date

Public Safety Director

Title

RESOLUTION NO. 23-R-2014-2015

**A RESOLUTION APPROVING REQUESTS FOR THE 2014 STORM LAKE
MUSIC DEPARTMENT BEACH PARTY**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM
LAKE, IOWA:

To approve the closure of the 600 block of Lake Avenue (5th Street to 6th Street) on
Thursday, August 28, 2014 between the hours of 3:00pm and 9:00pm.

To further approve a noise variance in the venue on Thursday August 28, 2014 between
the hours of 5:30pm and 8:30pm.

To further give permission for food and vending sales within the venue.

PASSED AND APPROVED this 4th day of August, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

8/4/2014

Agenda Item # 5.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Resolution No. 24-R-2014-2015 Approving a 28E Agreement With Buena Vista County for Business 71 Culvert Project**

BACKGROUND: This is an agreement to share costs and administrative responsibilities associated with the inspection, short term repair, and design of a replacement of the existing 8'x6' reinforced concrete box located on the road known as Business 71, adjacent to the Wal-Mart property. The County shall be the administrative agency to provide oversight and administrative support for this project.

The culvert has structural deficiencies due to age and is in need of replacement. With the annexation of the Bargloff area, the new city limits intercept the middle of the culvert, which makes it lie half in the city and half in the county.

Anticipated construction is for 2016.

FISCAL IMPACT: The County and City shall share equally in the costs of inspection as set forth in Attachment A (\$986.50), the costs of repair incurred by the parties as set in the Attachment B (\$4,927.40), the costs of preparing and tendering the RFP, and the charges incurred under the design contract as let and approved. The County shall issue a statement of all costs incurred under the contract and the City shall, within 30 days of receipt, tender to the County one-half (1/2) of the costs invoiced.

The total project could potentially cost \$550,000 to \$650,000 but that estimate is pre-engineering study and design. The City, under the 28E Agreement would be responsible for 50% of the cost of the total project.

RECOMMENDATION: Adopt Resolution No. 24-R-2014-2015 Authorizing the 28E agreement.

ATTACHMENTS:

Description	Type
☐ Resolution No. 24-R-2014-2015	Resolution
☐ 28E Agreement	Contract
☐ Attachment A for 28E Agreement	Contract
☐ Attachment B for 28E Agreement	Contract

RESOLUTION NO. 24-R-2014-2015

RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF STORM LAKE AND BUENA VISTA COUNTY SHARING COSTS ASSOCIATED WITH THE BUSINESS 71 CULVERT PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA:

To approve an agreement pursuant to Section 28E of the 2013 Code of Iowa by and between the City of Storm Lake, Iowa and Buena Vista County for sharing costs associated with the Business 71 Culvert Project.

PASSED AND APPROVED this 4th day of August, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

AGREEMENT

Between BUENA VISTA COUNTY, IOWA and

CITY OF STORM LAKE, IOWA

Re BUSINESS 71 CULVERT PROJECT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2014, by and between Buena Vista County, Iowa, ("County") and the City of Storm Lake, Iowa, ("City") in accordance with the authority granted to the parties under Iowa Code Chapter 28E for the purpose of sharing the costs and administrative responsibilities associated with the inspection, short-term repair, design of a replacement of the existing 8' x 6' reinforced concrete box ("RCB") located on the road known as Business 71 or M44 at Station 61+79.6 on Iowa DOT plans dated 1934, in Storm Lake, Iowa.

1. **SCOPE OF WORK.** The parties acknowledge that the RCB identified above needs to be replaced with a larger RCB. This agreement encompasses the sharing of costs for recent inspection and short-term repair of the existing RCB, the development of a request-for-proposal document for the design of the replacement RCB, the delegation of responsibilities to secure all appropriate permits and for the administration of the project up to that point where the project is ready to be let for construction bids. It is anticipated that the parties will enter a separate agreement covering the letting of the construction project to replace the RCB and establishing the administrative agency for that portion of the RCB replacement project

2. **ADMINISTRATION.** The County shall be the administrative agency, meaning the party responsible to provide oversight and administrative support to effectuate the purpose of this agreement, including preparation of the request for proposal to secure a contractor to design the project, tracking the permitting process, and records retention, billing, and cost allocation. No separate legal or administrative entity is created by this Agreement.

3. **CONTRACT BIDS.** After the request for design proposal solicitation document has been prepared, the County shall arrange the letting of the design contract.

4. **AWARD OF CONTRACT.** Once the City has approved the County's recommendations concerning the award of contract for the design of the RCB replacement project, the County may enter into a contract with the successful bidder. The City will not be a party to the design contract but its consent will be secured before entering the agreement or making any modifications to the agreement that would increase the City's expenses incurred under this agreement.

5. **FINANCING.** The County and City shall share equally in the costs of inspection as set forth in Attachment A, the costs of repair incurred by the parties as set forth in Attachment B, the costs of preparing and tendering the RFP, and the charges incurred under the design contract as let and approved. The County shall issue a statement of all costs incurred under the contract and the City shall within 30 days of receipt tender to the County one-half (1/2) of the costs invoiced. The County shall furnish City with copies of any records supporting such charges requested by City within seven days of the City's request for the records.

6. **LIABILITY.** Each party agrees to indemnify and hold the other party, its elected officers, agents, employees and successors and assigns, harmless from and against all claims, demands, actions and/or causes of actions, judgments, settlements, or other costs, including reasonable attorney's fees, which the party, its successors and assigns, may incur or sustain by reason of the indemnifying party's breach of this Agreement or the indemnifying party's failure to legally or timely meet the responsibilities imposed herein, or by reason of the torts of the indemnifying party.

7. **TIMETABLE.** The County and City shall each proceed with reasonable diligence in the performance of all actions required by under this agreement.

8. **NOTICES.** Any notice under this Agreement shall be in writing and shall be deemed to be given when deposited by ordinary mail with the United States Postal Service.

Notice to the City shall be addressed to:

City Clerk
City of Storm Lake
620 Erie Street
Post Office Box 1086
Storm Lake, Iowa 50588

Notice to the County shall be addressed to:

Jon Ites, County Engineer
Buena Vista County Courthouse
215 East Fifth Street
Post Office Box 220
Storm Lake, Iowa 50588

9. **GOVERNING LAW.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa now or hereinafter applicable hereto.

10. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement between the Parties hereto and may not be changed except by written amendment approved by the respective governing bodies and executed by both Parties.

IN WITNESS WHEREOF, the City and County have set their hands, for the purposes herein expressed on the dates indicated below.

For the **CITY OF STORM LAKE, IOWA**

For **BUENA VISTA COUNTY, IOWA**

By: _____
Jon F. Kruse, Mayor

By: _____
Paul Merten, Chairperson
Board of Supervisors

Date: _____

Date: _____

ATTEST:

ATTEST:

Justin Yarosevich, City Clerk

Sue Lloyd, Buena Vista County Auditor

STATE OF IOWA, COUNTY OF BUENA VISTA

This record was acknowledged before me on the ____ day of _____, 2014, by Jon F. Kruse and Justin Yarosevich, as Mayor and City Clerk, respectively, of the City of Storm Lake, Iowa.

Notary Public in and for the State of Iowa
My commission expires:

STATE OF IOWA, COUNTY OF BUENA VISTA

On this ____ day of _____, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Paul Merten and Sue Lloyd, to me personally known, and who being by me duly sworn, did say that Paul Merten is the Chair of the Buena Vista County Board of Supervisors and Sue Lloyd is the Buena Vista County Auditor; and that the instrument was signed on behalf of said Board, by authority of its Board of Supervisors.

Notary Public in and for the State of Iowa
My commission expires:

Attachment A
to Business 71 Culvert Project Agreement

Engineering Services:

Calhoun-Burns & Associates \$ 986.50

Attachment B
to Business 71 Culvert Project Agreement

County Costs

Pressure Grouting & Mudjacking:

Denco Highway Const. – Labor Services \$3,842.40

GCC Ready Mix – Material & Haul Rate 1,085.00

Total: \$4,927.40

City Costs

\$ 0.00

Total: \$ 4,927.40

Staff Summary

8/4/2014
Agenda Item # 6.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Pat Kelly, Infrastructure Superintendent / Public Facilities Director

SUBJECT: **Resolution No. 25-R-2014-2015 To Approve Change Order #1 For The West 5th Street Overlay Project**

BACKGROUND: Change order #1 will delete the original bid item of seeding and mulching (\$3,025.00) and add hydroseeding (\$3,465.00) as a new bid item with an increase in cost of \$440.00. The advantage of hydroseeding is that it is cleaner and uses liquid tacking agents to help with erosion control and seed germination.

FISCAL IMPACT: Total cost of this project are as follows:

Construction Costs w/CO#1	\$992,586.52
Engineering Costs	\$157,100.00
Legal & Admin	\$5,000.00
Land Acquisition	\$40.00
Total Project Costs	\$1,154,726.52

SAFETEA-LU funds	\$245,853.00
City Cost	\$908,433.52

City funds are a combination of Local Option Sales Tax, Road Use Tax Funds, and General Fund revenues.

RECOMMENDATION: Approve Resolution No. 25-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Resolution No. 25-R-2014-2015	Resolution
☐ Change Order #1	Contract

RESOLUTION NO. 25-R-2014-2015

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE,
IOWA:

To approve Change Order No. 1 to the contract with Blacktop Service Co. for the 2014 Street Improvement Project – HMA Resurfacing with Milling, West 5th Street From Vista Drive to Lake Avenue Project adding \$440.00 to the contract. Change Order #1 includes:

1. Deleting mulching - \$770.00
2. Deleting Seeding and Fertilizing - \$2,255.00
3. Adding Hydroseeding - \$3,465.00

Total cost of change order #1 is an increase of \$440.00 to the contract. Total contract cost after change order #1 is \$992,586.52.

PASSED AND APPROVED this 4th day of August 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk



Iowa Department of Transportation

Change Order

Non-Substantial:

Part

☒

Non-

Part

☐

Substantial:

☐☐

No. 1

Concurrence Date _____

Contract
Accounting ID No.: 31347

County BUENA VISTA

Project No: STP-U-7422(613)--70-11

Kind of Work: HMA RESURFACING WITH MILLING Date Prepared: 07/29/2014

Contractor: BLACKTOP SERVICE CO.

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made or extra work to be done:

7001 / Decrease Line Item #0320 / Mulching.

7002 / Decrease Line Item #0330 / Seeding and Fertilizing (Urban).

8001 / New Item, Hydroseeding.

No additional working days will be required to perform the above Change Order items.

B – Reason for change or extra work:

7001 / Plan change by Project Engineer, decreasing the contract quantity to the actual measured constructed quantity.

7002 / Plan change by Project Engineer, decreasing the contract quantity to the actual measured constructed quantity.

8001 / Plan change by Project Engineer, adding an item for Hydroseeding at the request of the City of Storm Lake.

OWNER

CITY OF STORM LAKE, IOWA

NAME

DATE

TITLE

(Continued on reverse side)

Approved _____ Date _____
District Construction Engineer Project Engineer Date

Receipt is acknowledged of this change or extra work and terms of settlement are hereby agreed to.

Approved contingent upon funds being available under the existing project agreement or upon additional Federal-aid funds being made available by a modified project agreement.

BLACKTOP SERVICE CO.
Contractor

By _____ Date _____

Date For the Division Administrator
Federal Highway Administration

Approved _____ Date _____
Assistant Construction Engineer

DISTRIBUTION: Project Engineer – Forward original to District.
District – Nonsubstantial – Forward original and one copy to the Office of Construction and two copies back to the Project Engineer.
- Substantial - Forward original and two copies to the Office of Construction.

C-1 –Settlement for cost of work to be made as follows:

Change Order No. 1

7001 / Decrease (Contract Line Item #0320 Mulching) - 1.100 ACRE @ \$700.000/ACRE = \$770.00 CR.

7002 / Decrease (Contract Line Item #0330 Seeding and Fertilizing (Urban)) - 1.100 ACRE @ \$2,050.000/ACRE = \$2,255.00 CR.

8001 / New Item (Hydroseeding) - 1.100 ACRE @ \$3,150.000/ACRE = \$3,465.00.

C-2 – Justification for cost(s)

7001 / N.A. (Contract Unit Price)

8001 / Based on current average unit prices including Prime Contractor Admin. markup as per Standard Specification 1109.03 3..

Complete documentation located in Project File.

D – ITEMS INCLUDED IN CONTRACT

Change No.	Line Item Number	Unit Price .xxx	If Credit Add "CR"	
			Quantity .xxx	Amount .xx
7 001	Line Item #0320 / 2601-2634100 / Mulching	700.000	1.100 CR	770.00
7 002	Line Item #0330 / 2601-2636044 / Seeding and Fertilizing (Urban)	2,050.000	1.100 CR	2,255.00
7				
7				
7				
7				
7				
TOTAL				3,025.00 CR

E – ITEMS NOT INCLUDED IN CONTRACT

Change No.	Item Description	Item Number	Function Code	Unit Price .xxx	If Credit, Add "CR"	
					Quantity .xxx	Amount .xx
8001	Hydroseeding	2599-9999001	442	3,150.000	1.100	3,465.00
8						
8						
8						
8						
8						
8						
TOTAL						3,465.00

Staff Summary

8/4/2014
Agenda Item # 7.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Ordinance No. 01-O-2014-2015 Adopting TIF Ordinance On Pizza Ranch Development - Third Reading**

BACKGROUND: The City of Storm Lake previously amended the Bargloff Urban Renewal Area to include the Pizza Ranch Development and then approved a Development Agreement with Pizza Ranch in which the City agreed to provide certain economic incentives for the construction of the business and the creation of jobs.

The adoption of a TIF Ordinance is the next step in this process. This ordinance will set a base tax value on the property as of January 1, 2013 and allow the City to capture the increased value on the project for the next 20 tax years. The capture of the increased value will be used to make payment of the tax incentives promised to the developer and to pay for public improvements made within the Urban Renewal Area now and in the future provided the City has outstanding debt recorded against the Urban Renewal Area. The City currently has debt recorded on the Bargloff Urban Renewal Area.

FISCAL IMPACT: The base value of the property will be set at the January 1, 2013 level which was \$123,070. The value on January 1, 2014 (mid construction) was \$266,040 for a growth in taxable value of \$142,970. With an assumed TIF levy rate of \$32/thousand dollars of taxable value the City could see revenue of \$4,575.04 in the first year of the TIF.

The second year will be considerably more considering the full value of the building will be included. The County Assessor anticipates that the value could be in excess of \$900,000.

RECOMMENDATION: Adopt Ordinance No. 01-O-2014-2015 on:
1st Reading - July 7, 2014 - PASSED
2nd Reading - July 21, 2014 - PASSED
3rd Reading - August 4, 2014

ATTACHMENTS:

Description	Type
Ordinance No. 01-O-2014-2015	Ordinance

ORDINANCE NO. 01-O-2014-2015

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON A PORTION OF THE PROPERTY LOCATED WITHIN THE NORTH #1 - BARGLOFF URBAN RENEWAL AREA, IN THE CITY OF STORM LAKE, COUNTY OF BUENA VISTA, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF STORM LAKE, COUNTY OF BUENA VISTA, STORM LAKE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE NORTH #1 - BARGLOFF URBAN RENEWAL AREA (THE NORTH #1 - BARGLOFF URBAN RENEWAL PLAN (PIZZA RANCH PARCEL)

WHEREAS, the City Council of the City of Storm Lake, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 08-R-2010-2011 passed and approved on the 19th day of July, 2010, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the North #1 - Bargloff Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area was amended by an Amendment No. 1 adopted by Resolution No. 42-R-2013-2014 on December 2, 2013. The Urban Renewal Area includes the property owned by Lakes Investment Group, L.L.C. ("Pizza Ranch Parcel"), which is located at 517 West Milwaukee Avenue, Storm Lake, and is legally described as:

LOTS 3E AND 3F IN THE SLADC SUBDIVISION OF LOT 3 OF IOWA LAND AND BUILDINGS 3RD ADDITION TO THE CITY OF STORM LAKE, BUENA VISTA COUNTY, IOWA TOGETHER WITH
A PART OF THE FORMER STATION GROUNDS OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY IN STORM LAKE, IOWA, LYING IN THE SOUTHWEST QUARTER (SW¼), SECTION THIRTY-FOUR (34), TOWNSHIP NINETY-ONE (91) NORTH, RANGE THIRTY-SEVEN (37) WEST OF THE 5TH P.M., BUENA VISTA COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 33.0 FEET NORTH AND 830.5 FEET EAST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5TH P.M., THEN DUE EAST A DISTANCE OF 387.1 FEET; THENCE DUE NORTH A DISTANCE OF 40.85 FEET; THENCE NORTH 89°58' WEST A DISTANCE OF 387.1 FEET; THENCE DUE SOUTH A DISTANCE OF 41.08 FEET TO THE POINT OF BEGINNING, AND CONTAINING AN AREA OF 15,858 SQUARE FEET.

Buena Vista County, Iowa Parcel ID numbers are 10-34-353-005 and 10-34-354-005.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Storm Lake, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City has determined to adopt individual TIF Ordinances on various properties within the Urban Renewal Area as parcels are developed and produce tax increment; and

WHEREAS, the City Council of the City of Storm Lake, State of Iowa, desires to provide for the division of revenue from taxation on the Pizza Ranch Parcel, as above described, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, STATE OF IOWA:

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof (the Pizza Ranch Parcel), by and for the benefit of the State of Iowa, City of Storm Lake, County of Buena Vista, Storm Lake Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area (Pizza Ranch Parcel), as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Storm Lake, State of Iowa, certifies to the Auditor of Buena Vista County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein (which certification is directed to be made during the 2014 calendar year), shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid. Thus, if “debt” is certified by December 1, 2014, the frozen base valuation for the Pizza Ranch Parcel shall be January 1, 2013.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Storm Lake, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12 of the Code of Iowa, as amended, incurred by the City of Storm Lake, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions under Iowa Code Section 403.19 shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area (the Pizza Ranch Parcel) exceeds the total assessed value of the taxable property in the Urban Renewal Area (the Pizza Ranch Parcel) as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area (the Pizza Ranch Parcel) shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Storm Lake, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area (Pizza Ranch Parcel) shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area (Pizza Ranch Parcel) as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Urban Renewal Area (Pizza Ranch Parcel) and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2014.

Jon F. Kruse, Mayor

ATTEST:

City Clerk

Staff Summary

8/4/2014
Agenda Item # 8.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Todd Allen, Water Plant Superintendent

SUBJECT: **Resolution No. 26-R-2014-2015 To Accept & Award Bid For WTP Improvements**

BACKGROUND: This project includes transferring from a temporary to a permanent sodium chlorite feed system and the construction of a lime sludge handling system & storage building.

Bids were opened at City Hall on July 29, 2014.

There were three bids received:

Grundman-Hicks (Cherokee, IA): \$782,000.00

Christiansen Const. LLC (Pender, NE): \$821,000.00

Eriksen Const Co, Inc. (Blair, NE): \$822,000.00

The low bidder was Grundman-Hicks from Cherokee, IA with a bid of \$782,000.00.

Engineers' estimate for this project is \$869,550.00

FISCAL IMPACT: The budgeted amount for this project was \$1,092,815.

Total costs for this project are:

Construction: \$782,000

Engineering: \$125,000

Legal & Admin: \$ 7,000

Const Observation: \$ 10,000

Press Parts: \$ 81,265 (Previously approved)

Total Project Costs: \$1,005,265

The current estimated project costs are \$87,550 below what is budgeted.

This project was budgeted and will be funded from the \$2.34M Water Revenue Bond perviously approved in 2013.

RECOMMENDATION: Approve Resolution No. 26-R-2014-2015

ATTACHMENTS:

Description	Type
☐ Resolution No. 26-R-2014-2015	Resolution

RESOLUTION NO. 26-R-2014-2015

RESOLUTION ACCEPTING AND AWARDING BID FOR THE CITY OF STORM LAKE WATER TREATMENT FACILITY IMPROVEMENTS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as the City of Storm Lake Water Treatment Facility Improvements, described in the plans and specifications heretofore adopted by this Council on July 7, 2014 be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor:	Grundman-Hicks, Cherokee, Iowa
Amount of bid:	\$782,000.00
Portion of bid:	All

Section 2. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements, said contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 4th day of August, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

8/4/2014

Agenda Item # 9.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Todd Allen, Water Plant Superintendent

SUBJECT: **Resolution No. 27-R-2014-2015 Awarding Contract for WTP Improvements**

BACKGROUND: This project includes transferring from a temporary to a permanent sodium chlorite feed system and the construction of a lime sludge handling system & storage building.

The low bidder was Grundman-Hicks from Cherokee, IA with a bid of \$782,000.00.

Engineers' estimate for this project is \$869,550.00

The contract has been reviewed by the City Attorney. All insurance and bond paperwork has been turned in.

We moved the award of the contract up by two weeks to give the contractor max time to complete the project by the required deadline.

FISCAL IMPACT: The budgeted amount for this project is \$1,092,815.

Total costs for this project are:

Construction:	\$782,000
Engineering:	\$125,000
Legal & Admin:	\$ 7,000
Const Observation:	\$ 10,000
Press Parts:	\$ 81,265 (Previously approved)
Total Project Costs:	\$1,005,265

The current estimated project costs are \$87,550 below what is budgeted.

This project was budgeted and will be funded from the \$2.34M Water Revenue Bond perviously approved in 2013.

RECOMMENDATION: Approve Resolution No. 27-R-2014-2015

ATTACHMENTS:

Description	Type
Grundman Hicks Contract	Contract
Resolution No. 27-R-2014-2015	Resolution

**SECTION 00520 - FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Storm Lake, Iowa ("Owner") and
Grundman-Hicks, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as all labor, materials, equipment, utilities and all other things necessary for the construction of the Water Treatment Facility Improvements, Storm Lake, IA.

ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Improvements to the Water Treatment Facility, including:

- A. Upgrades to sodium chlorite feed system
- B. New lime sludge storage facility and equipment

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by Bolton & Menk, Inc., Mankato, which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

- 4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 Dates for Substantial Completion and Final Payment

- A. The Work for the construction of the sodium chlorite feed system shall be substantially completed on or before November 15, 2014. Substantial completion shall be defined as chemical feed system operational. Contractor shall be responsible for any temporary heating necessary.
- B. The Work for the lime cake storage and conveyors shall be substantially completed on or before May 29, 2015. Substantial completion shall be defined as lime cake conveyors operational and storage building available for cake storage.
- C. All project Work shall be completed and ready for Final Payment in accordance with Paragraph 14.07 of the General Conditions on or before June 30, 2015.

- 4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner two hundred dollars (\$200.00) for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner two hundred dollars (\$200.00) for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE (LUMP SUM)

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01A below:

A. For all work other than Unit Price Work, a lump sum of: \$782,000.00.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Applications for Payment shall be prepared and submitted in accordance with the General Conditions and/or the Supplementary Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions and the Supplementary Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by the Engineer. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions. The cut-off date for calculation of completed unit price quantities for monthly progress payments will be on the 25th of each month.

(a) Ninety five (95) percent of Work completed (with the balance being retainage).

(b) Ninety five (95) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. The initial Progress Payment shall be paid in coordination with the OWNER'S regular accounts payable schedule falling closest after the initial Progress Payment becomes due in accordance with Paragraph 14.02 of the General Conditions. Due to differences in the OWNER'S accounts payable cycle and start of construction, initial Progress Payment may cover a period of more than or less than one month of construction. After the initial Progress Payment, subsequent Progress Payments will be made monthly in accordance with the OWNER'S regular accounts payable schedule.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

- 7.01 For contracts involving payment with public funds, including but not limited to cities, counties, towns, school districts, political subdivisions, or agencies of local governments, all monies not paid when due as provided in the General Conditions or Supplemental Conditions shall bear interest at a rate specified by statute.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

- 9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).

3. Payment bond (pages 1 to 3, inclusive).
 4. General Conditions (pages 1 to 62, inclusive).
 5. Supplementary Conditions (pages 1 to 10, inclusive).
 6. Specifications as listed in the table of contents of the Project Manual.
 7. Drawings consisting of 20 sheets with each sheet bearing the following general title: Water Treatment Facility Improvements – Storm Lake, Iowa.
 8. Addenda (numbers 1 to 2, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - (a) Contractor's Bid (pages 00410-1 to 00420-2, inclusive).
 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - (a) Notice to Proceed (pages 1 to 1, inclusive).
 - (b) Work Change Directives.
 - (c) Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05

Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06

Other Provisions

- A. Not Applicable.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on August 18, 2014 August 4, 2014
(which is the Effective Date of the Agreement)

OWNER:

City of Storm Lake, Iowa
By: _____
Title: _____

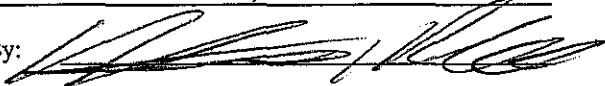
Attest: _____

Title: _____

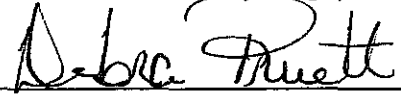
Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

Grundman-Hicks, LLC
By: 
Title: Member

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
Title: Office Manager

Address for giving notices:

1222 S. 2nd St
P O Box 927
Cherokee, IA 51012

License No.: C096152
(Where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Agent for service of process:

****END OF SECTION****

SECTION 00411 - BID SCHEDULE

Bid Form for construction of:
Water Treatment Facility Improvements
City of Storm Lake, Iowa

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that he has carefully examined all the Contract Documents as prepared by Bolton & Menk, Inc.; that he has informed himself fully in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. The Bid price covers all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

The Bidder has based the following Total Project Base Bid Price upon providing the equipment and materials of the encircled manufacturers as listed in the Equipment/Materials Schedule attached to this Bid Form. Should Bidder fail to indicate which named manufacturer his Total Project Base Bid Price is based upon, the Bidder will supply the first-named manufacturer's equipment/material. Bidder has also indicated substitute equipment/materials that he proposes to be utilized in place of the encircled manufacturers' equipment/materials, subject to the following:

1. Allowance of "alternate" equipment does not constitute a waiver of the Specifications. If the Bidder desires to offer equipment by an "alternate" manufacturer instead of the "Basis of Bid" manufacturer, he shall indicate in the appropriate schedule the installed price of the "alternate" equipment along with the installed price of the "Basis of Bid" manufacturer. Additional "alternate" manufacturers, along with installed prices, can be listed on the sheet provided.

If a named "alternate" is shown on the bid form, the CONTRACTOR shall indicate a price for installed deduct price. If the CONTRACTOR does not wish to supply a named "alternate" he shall indicate an installed deduct price of zero.

No supporting documents are required for a named alternate. The OWNER reserves the right to accept or reject any or all named "alternates". The named alternates will be taken into consideration in the award of the CONTRACT.

2. In order that the Owner may determine if the proposed "alternate" manufacturer is a satisfactory substitute to that specified, the bidder shall submit one set of drawings, Specifications, full descriptive material, performance data and a detailed list of exceptions taken to the Specifications with the bid or to the ENGINEER in advance of the bid. Any revisions to structures, piping, mechanical, electrical, instrumentation and control or any other work necessary by such "alternate" equipment must be submitted for approval and the entire cost for such revisions shall be included in the installed price of "alternate."
3. The Engineer will review all proposed "Alternate" Manufacturer's equipment qualification submittals in a timely manner to determine conformance with the performance and technical requirements of this project. The Engineer will be the sole judge as to the comparative quality and suitability of such alternative equipment, products or other materials, and his/her decision shall be final.
4. If awarded a Contract on this project, all equipment items be guaranteed by the undersigned and his Surety to meet the performance requirements of the Contract Documents.
5. That all installed prices stated on the Equipment/Materials Schedule include the preparation and submittal of detailed drawings showing all modifications, if any, to the Contract Drawing necessary to accommodate such equipment and furthermore that all installed costs stated on the Schedule include complete operating installation, and the furnishing and installing of any and all change or additions in structures, piping, buildings, mechanical and electrical work, accessories and controls, necessary to accommodate the equipment.

6. The naming of a manufacturer in this specification is not an indication that the manufacturer's standard equipment is acceptable in lieu of the specified component features. Naming is only an indication that the manufacturer may have the capability of engineering and supplying a system as specified. All exceptions to the specifications shall be indicated in the shop drawing.

This Proposal is submitted after careful study of the plans and specifications and from personal knowledge of the conditions to be encountered at the project site, which knowledge was obtained from the undersigned's own sources of information and not from any official or employee of the OWNER.

If a discrepancy appears between the written and the numerical, the written words will be used as the quoted price. If an error appears in an extension or the addition of items, the corrected extension or total of the parts shall govern.

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials, and complete the Work in its entirety in the manner and under the conditions required for the Lump Sum Contract Price(s) listed on the following pages.

BID of Grundman-Hicks, L.L.C.
(Name of Bidder)

Schedule of Prices for Construction of:
Water Treatment Facility Improvements
City of Storm Lake, Iowa

Bidder agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sums:

NOTE: BIDS shall include sales tax and all applicable taxes and fees.

BIDDER must fill in the TOTAL PROJECT BASE BID PRICE and the EQUIPMENT/MATERIALS SCHEDULE, "Basis of Bid" Manufacturer and named "Alternate" Manufacturer Installed Deduct Price as furnished and ADD ITEMS. The Lump Sum bid shall include a construction allowance of twenty thousand (\$20,000.00) dollars. If the allowance is not required or fully used, the unused portion of the allowance shall be refunded to the OWNER.

A. SODIUM CHLORITE FEED SYSTEM BASE BID PRICE

1. Construction of all sodium chlorite related facilities and equipment as shown on the Contract Drawings and as specified in the Contract Specifications.

\$ 56,000.00

(FIFTY SIX THOUSAND AND

00/100

DOLLARS)

B. LIME SLUDGE STORAGE FACILITY BASE BID PRICE

1. Construction of all lime sludge related facilities as shown on the Contract Drawings and as specified in the Contract Specifications.

\$ 726,000.00

(SEVEN HUNDRED TWENTY SIX
THOUSAND AND 00/100

DOLLARS)

C. TOTAL PROJECT BASE BID PRICE

1. Total of Items A. and B.

\$ 782,000.00

(SEVEN HUNDRED EIGHTY TWO
THOUSAND AND 00/100

DOLLARS)

EQUIPMENT/MATERIALS SCHEDULE

INSTRUCTIONS

- A. Items in the following schedule have been designated as the major equipment and/or material items to be furnished. For each item, the Bidder must indicate which of the named manufacturer's equipment/material he intends to supply and upon which he developed his Total Project Base Bid Price. Such indication should be shown by circling the manufacturer's name.
- B. The Bidder shall encircle one, and only one, manufacturer's name for each item in the schedule. Should Bidder fail to indicate which named manufacturer his Total Project Base Bid Price is based upon, the Bidder will supply the first-named manufacturer's equipment/material. The prices for the circled equipment/materials schedule do not have to be furnished with the Bid. The lowest three bidders shall supply the equipment/material prices as requested by the ENGINEER.
- C. If the Bidder wishes to supply items by an un-named alternate manufacturer, he may propose a substitute manufacturer and indicate the amount by which his Total Project Base Bid Price may be reduced, if the substitution is acceptable to the Owner and Engineer. Substitute equipment/materials manufacturers will generally be considered provided that:
 1. The substitute equipment is of equal quality, function and performance to the listed equipment item, and it will perform satisfactorily and continuously. In this case, it will be assumed that the cost to the Contractor, if the equipment proposed to be substituted is accepted, is less than the equipment named in the schedule, and, if the substitution is approved, the contract price shall be reduced a corresponding amount by a Change Order which will be executed simultaneously with the signing of the Agreement. The cost to be deducted from the Total Project Base Bid Price price for acceptable substitute equipment shall be listed in the appropriate space on this equipment schedule.
 2. The equipment or material proposed for substitution is superior in construction and efficiency to that named in the Contract. In this case, there may be no Total Project Base Bid Price reduction shown (indicated by a price of zero).
 3. No substitute equipment will be considered unless, in the opinion of the Owner, it conforms to the Contract Drawings and Specifications in all respects, except for make and manufacturer and minor details.

EQUIPMENT/MATERIALS SCHEDULE		
Specification Section and Equipment Item	Equipment or Material Item (circle one – if not circled, first item will be used)	Name of "Alternate" Manufacturer and Amount of Deduct for "Alternate" Manufacturer
11240 Chemical Feed Equipment	Hawkins Vessco	1.
		\$
		Installed Price Add/Deduct
		2.
		\$
		Installed Price Add/Deduct

**** END OF SECTION ****

RESOLUTION NO. 27-R-2014-2015

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA;

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as Water Treatment Facility Improvements Project and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Grundman-Hicks, Cherokee, Iowa
Date of Contract: August 4, 2014
Bond Surety: Merchant Bonding Company
Date of Bond: August 4, 2014
Portion of Project: All

PASSED AND APPROVED this 4th day of August, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

8/4/2014
Agenda Item # 10.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Todd Allen, Water Plant Superintendent

SUBJECT: **Motion To Approve Construction Materials Testing Agreement With Certified Testing Services, Inc. (CTS)**

BACKGROUND: This project is for construction materials inspection and testing for the WTP Improvements Project.

For the soils portion of the project, three to four trips for footing observation and density testing are anticipated.

For the concrete portion of the project, six to seven trips are anticipated.

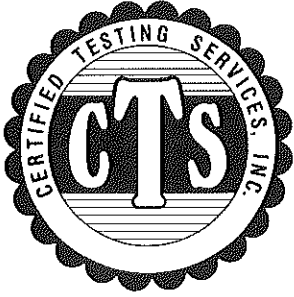
FISCAL IMPACT: The cost estimates for these testing services is between \$1,800 to \$2,200.

Fees are based on trips and hourly rates.

RECOMMENDATION: Approve motion for Construction Materials Testing agreement with CTS.

ATTACHMENTS:

Description	Type
☐ CTS Const Materials Testing Agreement	Contract



Certified Testing Services, Inc.

1330 North Michigan Street • P.O. Box 740 • Storm Lake, Iowa 50588 • Phone (712) 213-8378

July 8, 2014

City of Storm Lake
620 Erie Street
Storm Lake, IA 50588
Attn: Mr. Justin Yarosevich

Re: Construction Materials Testing
Water Treatment Facility Improvements
Storm Lake, Iowa

Dear Mr. Yarosevich,

Certified Testing Services, Inc. is pleased to submit the following proposal for providing construction materials inspection and testing for the referenced project. We propose to provide testing and inspection services, on a part-time basis, as requested by your representative and in accordance with our attached Fee Schedule. Invoices will be submitted on a monthly basis and will be itemized using our unit fee schedule and attached General Conditions.

CTS is very familiar with the soils in the Storm Lake area and is currently performing the soils engineering and testing on all the active projects in Storm Lake, therefore making us a valuable partner towards the successful completion of the project.

After reviewing the project plans and specifications and after a discussion with Mr. John Peterson with Bolton & Menk on July 7, 2014, CTS understands the testing requirements for this project. For the soils portion of the project, we anticipate three to four trips for footing observation and density testing. We anticipate one to two proctors may be needed prior to density testing.

Water Treatment Facility Improvements
Storm Lake, Iowa
July 8, 2014

For the concrete portion of the project, we anticipate six to seven trips. Four cylinders per set are anticipated, so we expect that 24 to 28 cylinders will be taken. Fees include trip charges, cylinders and reporting.

Based on the above quantities our fees for this project will be approximately \$1,800.00 to \$2,200.00. This is only an estimate based on the information provided to CTS, and any extra services will be in accordance with our unit Fee Schedule.

CTS realizes some overtime may be required on our part to facilitate progress of the projects. **Our hourly rates and unit fees will not increase for our overtime involvement for these projects, and costs for nuclear density testing are also included in our hourly rate.**

In addition to general liability insurance, Certified Testing Services, Inc. also provides professional liability (errors and omissions) insurance for each of its projects. Our laboratory is an Iowa Department of Transportation approved laboratory and also a member of the American Council of Independent Laboratories.

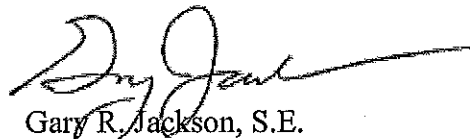
Thank you for the opportunity to submit this proposal. If you have any questions, please do not hesitate to contact our firm at (712)213-8378.

Sincerely,

CERTIFIED TESTING SERVICES, INC.



Dana R. Siefer
Assistant Division Manager
DRS/grj



Gary R. Jackson, S.E.
Division Manager

Water Treatment Facility Improvements
Storm Lake, Iowa
July 8, 2014

Note: As each contractor has different means for completing a project we would ask that you review the number of trips we have estimated and notify us immediately if our estimated trips does not meet with your construction schedule so that we may avoid a conflict during the project due to variances. We can only estimate the number of trips that will be needed based on like projects which we have had experience with.

FEE SCHEDULE FOR THE WATER TREATMENT FACILITY PROJECT

Vehicle Fee	per trip	\$ 20.00
Geotechnical Engineer	per hour	\$ 130.00
Project Manager	per hour	\$ 100.00
Concrete/Soils Technician	per hour	\$ 60.00
Standard Proctor	each	\$ 140.00
Compressive Strength of Concrete Cylinders	each	\$ 13.00
Entry and Curing Charge for Spare Cylinders	each	\$ 10.00
Concrete Test Cylinder Molds	each	\$ 2.00
Report Preparation	per hour	\$ 30.00

AGREED TO THIS _____ DAY OF _____,

BY: _____

TITLE: _____

FIRM: _____

GENERAL CONDITIONS

TESTING AND OBSERVATION SERVICES

SECTION 1: Scope of Work

CTS shall perform the services defined in the contract and shall invoice the client for those services at the fee schedule rates. Any cost estimates stated in this contract shall not be considered as a firm figure unless otherwise specifically stated in this contract. If unexpected site conditions are discovered, the scope of work may change, even as the work is in progress. CTS will provide these additional services at the contract fee schedule rate.

Rates for work beyond the scope of this contract and not covered by the contract fee schedule can be provided. CTS can perform additional work with verbal authorization, and will provide written confirmation of fees, if requested. All costs incurred because of delays in authorizing the additional work will be billed to the client.

Fee schedules are valid for one year following the date of the contract unless otherwise noted.

SECTION 2: Personnel Responsibility

The presence of CTS field representatives will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised. The contractor should also be informed that neither the presence of our field representative nor the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that our firm will not be responsible for job or site safety of the project. Job and site safety will be the sole responsibility of the contractor unless contracted to others.

SECTION 3: Meaning of "Observation"

The term "observation" implies only that we would observe the progress of the work we have agreed to be involved with and perform tests, from which to develop an opinion as to whether the work essentially complies with the job requirements.

SECTION 4: Accuracy of Test Locations and Elevations

The accuracy and proximity of provided survey control will affect the accuracy of in situ test location and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.

SECTION 5: Degree of Certainty of Compliance

With any manufactured product, there are statistical variations in its uniformity, and in the accuracy of tests used to measure its qualities. As compared with other manufactured products, field construction usually has wider fluctuations in both product and test results. Thus, even with very careful observation and testing, it cannot be said that all parts of the product comply with the job requirements. Our proposal is for Scope of Services requested by our client. The degree of certainty for compliance with project specifications is much greater with full-time observation than it is with intermittent observation.

SECTION 6: Unanticipated Hazardous Materials

It shall be the duty of the owner or his representative to advise CTS of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, by-products, wastes or samples of the foregoing which CTS may be provided or obtain performing its services or which hazardous substances exist or may exist on or near any premises upon which work is to be performed by CTS's employees, agents or subcontractors.

If during the course of providing services CTS observes or suspects the existence of unanticipated hazardous materials, CTS may at its option terminate further work on the project and notify client of the condition. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of CTS, CTS may at its option terminate this contract.

SECTION 7: Reports and Invoices

CTS will furnish three copies of the report to the client. Additional copies will be furnished at the rate specified in the fee schedule.

CTS will submit invoices to the client monthly and a final bill upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month, but not exceeding the maximum rate allowed by law, on past due accounts.

SECTION 8: Ownership of Documents

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by CTS as instruments of service, shall remain the property of CTS, unless there are other contractual agreements.

SECTION 9: Confidentiality

CTS shall hold confidential all business or technical information obtained from the client or his affiliates or generated in the performance of services under this

agreement and identified in writing by the client as "confidential". CTS shall not disclose such information without the client's consent except to the extent required for 1) Performance of services under this agreement; 2) Compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) Compliance with any court order or other governmental directive and/or 4) Protection of CTS against claims or liabilities arising from performance of services under this agreement. CTS obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

SECTION 10: Standard of Care

Services performed by CTS under this Agreement will be conducted in the manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

The client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by CTS and that the data, interpretations and recommendations of CTS are based solely upon the data available to CTS. CTS will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

SECTION 11: Subpoenas

The client is responsible, after notification, for payment of time charges and expenses resulting from our required response to subpoenas issued by any party in conjunction with our work. Charges are based on fee schedules in effect at the time the subpoena is served.

SECTION 12: Limitation of Liability

The client agrees to limit CTS's liability to the owner and all construction contractors and subcontractors on the project arising from CTS's professional acts, errors, or omissions, such that the total aggregate liability of CTS to all those named shall not exceed \$50,000 or CTS's total fee for the services rendered on this project, whichever is greater. The owner further agrees to require of the contractor and his subcontractors an identical limitation of CTS's liability for damages suffered by the contractor or the subcontractor arising from CTS's professional acts, errors, or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of CTS's professional acts, errors or omissions.

SECTION 13: Insurance and Indemnity

CTS represents that it and its staff are protected by worker's compensation insurance and that CTS has such coverage under public liability and property damage insurance policies with CTS deems to be adequate. It is the policy of CTS to require certificates of insurance from all consultants or subcontractors employed by CTS. Certificates for all such policies of insurance will be provided to client upon request in writing. Within the limits and conditions of such insurance, CTS agrees to indemnify and save client harmless from and against any loss, damage, injury or liability arising from any negligent acts of CTS or its employees. CTS shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. CTS shall not be responsible for any loss damage or liability arising from any acts by a client, its agents, staff or other consultants employed by others.

SECTION 14: Termination

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CTS shall be paid for services performed to the termination notice date plus reasonable termination expenses. Expenses of termination or suspension shall include all direct costs of CTS required to complete analyses and records necessary to complete its files and may also include a report on the services performed to the date of notice of termination or suspension.

SECTION 15: Precedence

These Standards, Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding CTS's services.



Certified Testing Services, Inc.

419 W. 6th Street
P.O. Box 1193
Sioux City, Iowa 51102

Staff Summary

8/4/2014
Agenda Item # 11.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: James H. Patrick, City Manager

SUBJECT: **Resolution No. 28-R-2014-2015 Approving Contract & Bond With Sargent Drilling Company For Water Supply Well No. 20**

BACKGROUND: The City of Storm Lake received three bids for the Water Supply Well No. 20 and raw water line back to well 15. At the July 7th Council meeting, City Council accepted bids and awarded the contract to the low bidder, Sargent Drilling Company in the contract amount of \$923,959.95.

The contract has been reviewed by legal counsel and is ready for Council's approval.

Also enclosed are copies of the Certificate of Insurance and Bond.

Construction is anticipated to begin August 20th.

FISCAL IMPACT: The contract cost is \$923,959.95 which is funded from the Water Revenue Bonds sold last year. This is a budgeted expenditure.

RECOMMENDATION: Adopt Resolution No. 28-R-2014-2015 approving the contract and bond with Sargent Drilling Company for the development of Water Supply Well #20 and raw transmission main.

ATTACHMENTS:

Description	Type
☐ Resolution No. 28-R-2014-2015	Resolution
☐ Sargent Drilling Contract	Contract

RESOLUTION NO. 28-R-2014-2015

RESOLUTION APPROVING CONSTRUCTION CONTRACT AND BOND

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA;

That the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as Water Supply Well No. 20 Project and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: Sargent Drilling Company, Geneva, NE
Date of Contract: July 7, 2014
Bond Surety: Merchants Bonding Company
Date of Bond: July 7, 2014
Portion of Project: All

PASSED AND APPROVED this 4th day of August, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

AGREEMENT

THIS AGREEMENT is by and between the **CITY OF STORM LAKE, IOWA**, hereinafter called **OWNER**, and SARGENT DRILLING COMPANY, hereinafter called **CONTRACTOR**.

OWNER and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 **CONTRACTOR** shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construct Water Supply Well No. 20 including all materials, labor and equipment necessary for the construction of a Dakota Sandstone well approximately 497 feet in depth. Work includes mobilization, 36-inch drill hole, 28-inch drill hole, 30-inch surface casing, 18-inch casing pipe and well screen, gravel pack, cement grout, bentonite seal, well development, test pumping, pump and discharge pipe, sitework, 300 linear feet of 12-inch raw water main, 2,900 linear feet of 16-inch raw water main, relocating existing generator and prefabricated fiberglass well house, electrical work, surface restoration and miscellaneous associated work, including cleanup.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the work under the Contract Documents may be the whole or only a part is generally described as follows:

Water Supply Well No. 20

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Veenstra & Kimm, Inc. who is hereinafter called **ENGINEER** and who is to act as **OWNER'S** representative, assume all duties and responsibilities, and have the rights and authority assigned to **ENGINEER** in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

- A. Water Supply Well No. 20 will be substantially completed within one hundred eighty (180) consecutive calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within two hundred ten (210) consecutive calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500) for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Five Hundred Dollars (\$500) for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

- 5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:

- A. For all Work:
Nine Hundred Twenty-Three Thousand Nine Hundred Fifty-Nine and 95/100 Dollars (\$923,959.95).

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions:
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - a. Ninety-five percent (95%) of Work completed (with the balance being retainage).
 - b. Ninety-five percent (95%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - 2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to ninety-five percent (95%) of the Work completed, less such amounts as ENGINEER shall determine, or OWNER may withhold in accordance with paragraph 14.02.B.5 of the General Conditions.

6.03 Final Payment

- A. Within thirty (30) days of final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive);
 - 2. Performance Bond (pages 1 to 2, inclusive);
 - 3. Payment Bond (pages 1 to 2, inclusive);
 - 4. Maintenance Bond (pages 1 to 3, inclusive);
 - 5. General Conditions (pages 1 to 41, inclusive);
 - 6. Supplementary Conditions (pages 1 to 7, inclusive);
 - 7. Specifications as listed in the table of contents of the Project Manual;
 - 8. Drawings consisting of a cover sheet and sheets numbered 1 through 8, inclusive, with each sheet bearing the following general title: _____
Water Supply Well No. 20;
 - 9. Addenda (numbers 1 to 2, inclusive);

10. Exhibits to this Agreement (enumerated as follows):

a. CONTRACTOR's Bid (pages 1 to 9, inclusive);

11. The following which may delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Written Amendments;

b. Work Change Directives;

c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on July 7, 2014, which is the Effective Date of this Agreement.

OWNER:

CITY OF STORM LAKE, IOWA

By _____
Mayor

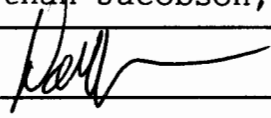
(Corporate Seal)

Attest: _____
City Clerk

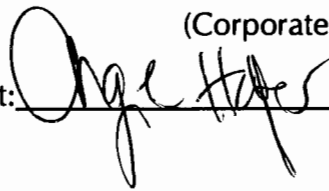
CONTRACTOR:

SARGENT DRILLING COMPANY

Nathan Jacobson, Area Manager

By  _____

(Corporate Seal)

Attest:  _____

Address for giving notices:

City of Storm Lake, Iowa

620 Erie Street

Storm Lake, Iowa 50588

(If OWNER is a public body, attach
evidence of authority to sign and
resolution or other documents
authorizing execution of Agreement.)

Designated Representative:

Name: James Patrick

Title: City Manager

Address: 620 Erie Street, P.O. Box 1086

Storm Lake, IA 50588-1086

Phone: 712-732-8000

Facsimile: 712-732-4114

Address for giving notices:

SARGENT DRILLING COMPANY

PO Box 367, 846 S 13th St.

Geneva, NE 68361

Agent for service of process:

(If CONTRACTOR is a corporation, attach
evidence of authority to sign.)

Designated Representative:

Name: Nathan Jacobson

Title: Area Manager

Address: PO Box 367, 846 S 13th St.

Geneva, NE 68361

Phone: 402-759-3902

Facsimile: 402-759-4960

CHARLES SARGENT IRRIGATION, INC.

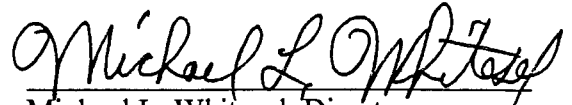
Special Meeting of the Board of Directors

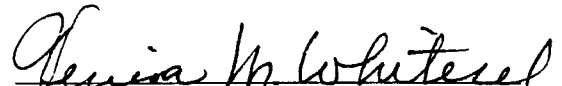
A Special Meeting of the Board of Directors of Charles Sargent Irrigation, Inc. was held on November 16, 2009. The undersigned, being all of the members of the Board of Directors of Charles Sargent Irrigation, Inc., a Nebraska corporation (the "Corporation"), hereby consent to the adoption of the following resolution and declare it to be in full force and effect as if adopted at a regular or annual meeting of the Board of Directors of the Corporation pursuant to the Business Corporation Act of the State of Nebraska:

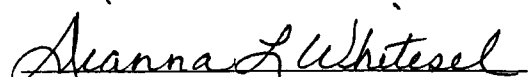
D-2009-1

BE IT RESOLVED, by the Board of Directors of the Corporation, that Nathan Jacobson, the Area Manager of the Corporation in Geneva, Nebraska, be and is hereby authorized to negotiate and execute contracts and other documents or instruments relating thereto on behalf of the Corporation.

Dated this 16th day of November, 2009.


Michael L. Whitesel, Director


Venia M. Whitesel, Director


Dianna L. Whitesel, Director

BID FORM

PROJECT IDENTIFICATION:

Water Supply Well No. 20

THIS BID IS SUBMITTED TO:

City of Storm Lake
620 Erie Street
Storm Lake, Iowa 50588

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
3. In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
 - a. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
<u>1</u>	<u>June 5, 2014</u>
<u>2</u>	<u>June 17, 2014</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.
 - c. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

d. Bidder has carefully studied all:

- (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and
- (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

- e. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- f. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with other terms and conditions of the Bidding Documents.
- g. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- h. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- i. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by ENGINEER is acceptable to Bidder.
- j. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5. Bidder will complete Water Supply Well No. 20 in accordance with the Contract Documents for the following price:

a. **WATER SUPPLY WELL NO. 20**

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1.	Well Mobilization	LS	xxxxx	xxxxx	\$ <u>44,700⁰⁰</u>
2.	Drill Hole - 36" Dia.	LF	389	\$ <u>178⁰⁰</u>	<u>69,242⁰⁰</u>
3.	Drill Hole - 28" Dia.	LF	108	<u>74⁰⁰</u>	<u>7,992⁰⁰</u>
4.	Steel Surface Casing Pipe - 30" Dia.	LF	389	<u>190⁵⁰</u>	<u>74,104⁵⁰</u>
5.	Stainless Steel Well Casing Pipe - 18" Dia.	LF	400.5	<u>306⁰⁰</u>	<u>122,553⁰⁰</u>
6.	Well Screen - 18" Dia.	LF	100	<u>270¹⁰</u>	<u>27,010⁰⁰</u>
7.	Gravel Pack	LF	116	<u>46⁵⁵</u>	<u>5,399⁸⁰</u>
8.	Cement Grout	LF	376	<u>77⁶⁵</u>	<u>29,196⁴⁰</u>
9.	Bentonite Seal	LF	5	<u>397⁶⁰</u>	<u>1,988⁰⁰</u>
10.	Pump Test Setup	LS	xxxxx	xxxxx	<u>5,000⁰⁰</u>
11.	Well Development	LS	xxxxx	xxxxx	<u>15,505⁰⁰</u>
12.	Test Pumping	Hr.	24	<u>172⁰⁰</u>	<u>4,128⁰⁰</u>
13.	Well Pump	LS	xxxxx	xxxxx	<u>51,329⁰⁰</u>
14.	Discharge Pipe	LF	432.5	<u>130⁵⁰</u>	<u>56,441²⁵</u>

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
15.	Sitework	LS	xxxxx	xxxxx	\$ <u>19,305⁰⁰</u>
16.	Well House	LS	xxxxx	xxxxx	<u>57,113⁰⁰</u>
17.	Electrical	LS	xxxxx	xxxxx	<u>68,005⁰⁰</u>
18.	16" pvc Water Main	LF	2,900	\$ <u>76⁰⁰</u>	<u>220,400⁰⁰</u>
19.	12" pvc Water Main	LF	260	<u>65⁰⁰</u>	<u>16,900⁰⁰</u>
20.	12" pvc Water Main - Trenchless Installation in Casing Pipe	LF	40	<u>530⁰⁰</u>	<u>21,200⁰⁰</u>
21.	Abandon Well No. 16	LS	xxxxx	xxxxx	<u>10,960⁰⁰</u>
22.	Abandon Test Hole TH 2013-2C	LS	xxxxx	xxxxx	<u>1,488⁰⁰</u>

TOTAL BID
(Items 1. - 22.) \$ 923,959⁹⁵

b. ALTERNATE BID ITEM

Include the following alternate bid item as described in Section 01060:

- (1) Alternate Bid Item No. 1 - Delete 400.5 LF of the 18" dia. stainless steel well casing pipe and provide 400.5 LF of the 18" dia. black steel well casing pipe for the following deduct amount from the TOTAL BID:

Seventy nine thousand seven hundred and
twelve dollars (Dollars (\$ 79,712⁰⁰).

6. MAJOR EQUIPMENT ITEMS AND PRODUCTS

In connection with the major equipment items and products to be furnished and installed for this project, the Bidder expressly agrees to the provisions of Section 01100 - Substitution of Major Equipment Items and Products and to the following:

- a. That the Bid Price stated herein includes only the installed prices for major equipment items or products of manufacturers listed as "Basis of Bid" in Column 1 of Schedule A, and circled if two or more manufacturers are listed.

- b. That Bidders desiring to offer price quotes for substitute major equipment items or products may at their option fill in the name of one manufacturer on the line listed as "Alternate" in Column 2 of Schedule A, and provide the price of each proposed "Alternate" major equipment item or product on an installed basis in the space provided.
- c. That all installed prices stated in both Column 1 and Column 2 of Schedule A include the preparation and submittal of detailed shop drawings showing all modifications, if any, to the Contract Drawings necessary to accommodate such equipment, and furthermore, that all installed costs stated on Schedule A include a complete operating installation, and the furnishing and installing of any and all changes or additions in structures, piping, buildings, mechanical and electrical work, accessories and controls, necessary to accommodate the equipment or product.
- d. That all proposed "Alternate" major equipment items or products listed in Schedule A are of equal quality and function to the identified "Basis of Bid" major equipment items and products, and that the proposed "Alternate" major equipment items or products will perform satisfactorily and continuously.
- e. That the undersigned agrees to furnish and install such major equipment items or products for a contract price equal to the Bid Price adjusted by the sum of the differences between the installed price as stated on Schedule A for each "Basis of Bid" major equipment item or product (Column 1) and the installed price for each "Alternate" major equipment item or product (Column 2) proposed by the Bidder and accepted as "or equal" by the ENGINEER and selected by the OWNER.
- f. That, if awarded a Contract on this project, all major equipment items or products be guaranteed by the undersigned and his Surety to meet the performance requirements of the Contract Documents.

SCHEDULE A
TABULATION OF MAJOR EQUIPMENT ITEMS AND PRODUCTS

<u>Section</u>	<u>Description</u>	<u>Column 1</u>		<u>Column 2</u>	
		<u>"Basis of Bid"</u> <u>Manufacturer</u>	<u>Installed</u> <u>Price</u>	<u>"Alternate"</u> <u>Manufacturer</u>	<u>Installed</u> <u>Price</u>
11081	Well Pump	Fairbanks Morse, or Peerless, or <u>Sargent</u> or Goulds	\$ <u>107,770</u> ²⁵		\$ _____

Note: Circle manufacturer's name of equipment proposed to provide if two or more names are listed under "Basis of Bid". The installed price of the identified and selected "Basis of Bid" major equipment items or products must be written in the space provided. Failure to furnish the installed price for each "Basis of Bid" major equipment item or product may be cause for rejection of the bid. If the Bidder proposes to offer an "Alternate" major equipment item or product, both the manufacturer's name and the installed price of the equipment must be written in the spaces provided.

7. Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions within the number of calendar days indicated in the Agreement.
8. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
9. The following documents are attached to and made a condition of this Bid:
 - a. Required Bid Security in a separate envelope in the form of Bid Bond.
 - b. Bidder Status Form.
10. The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on June 26, 2014.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____

By: _____ (SEAL)
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

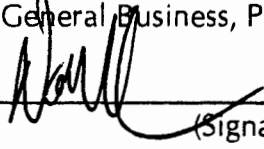
Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: Charles Sargent Irrigation, Inc. / dba Sargent Drilling (SEAL)

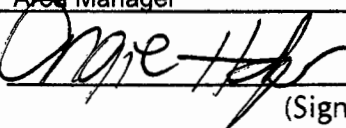
State of Incorporation: Nebraska

Type (General Business, Professional, Service, Limited Liability): General

By: 
(Signature - attach evidence of authority to sign)

Name (typed or printed): Nathan Jacobson

Title: Area Manager (CORPORATE SEAL)

Attest: 
(Signature of Corporate Secretary)

Business address: PO Box 367, 846 S 13th St.
Geneva, NE 68361

Phone No.: 402-759-3902 FAX No.: 402-759-4960

Date of Qualification to do business is December 21, 2005

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☒ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☒ Yes ☐ No My company has an office to transact business in Iowa.
- ☒ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☒ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☒ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 03 / 28 / 2008 to PRESENT / _____ Address: 2016 Industrial Park Road
City, State, Zip: Carroll, IA 51401

Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____
City, State, Zip: _____

Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____
City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

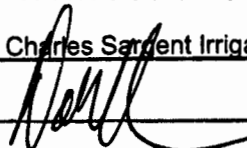
You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Charles Sargent Irrigation, Inc. / dba Sargent Drilling

Signature: 

Date: June 26, 2014

You must submit the completed form to the governmental body requesting bids
per 875 Iowa Administrative Code Chapter 156.

This form has been approved by the Iowa Labor Commissioner.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☒ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☒ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

CHARLES SARGENT IRRIGATION, INC.

Special Meeting of the Board of Directors

A Special Meeting of the Board of Directors of Charles Sargent Irrigation, Inc. was held on November 16, 2009. The undersigned, being all of the members of the Board of Directors of Charles Sargent Irrigation, Inc., a Nebraska corporation (the "Corporation"), hereby consent to the adoption of the following resolution and declare it to be in full force and effect as if adopted at a regular or annual meeting of the Board of Directors of the Corporation pursuant to the Business Corporation Act of the State of Nebraska:

D-2009-1

BE IT RESOLVED, by the Board of Directors of the Corporation, that Nathan Jacobson, the Area Manager of the Corporation in Geneva, Nebraska, be and is hereby authorized to negotiate and execute contracts and other documents or instruments relating thereto on behalf of the Corporation.

Dated this 16th day of November, 2009.


Michael L. Whitesel, Director


Venia M. Whitesel, Director


Dianna L. Whitesel, Director

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Charles Sargent Irrigation, Inc./

Sargent Drilling, of, P.O. Box 367, Geneva, NE 68361

as Principal, and Merchants Bonding Company (Mutual)

of 2100 Fleur Dr., Des Moines, IA 50321, as Surety, are held and firmly bound unto the City of Storm Lake, Iowa, hereinafter defined as Obligee, in the penal sum of ten percent (10%) of the total amount of the bid (\$ ten percent of the amount bid (\$-10%-)), for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Storm Lake, Storm Lake, Iowa, a certain bid, in a sealed envelope, and hereby made a part hereof to enter into a contract in writing, for: Water Supply Well No. 20.

NOW THEREFORE, if the said bid by said Principal be accepted, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void or in the event of the failure of the Principal to enter such contract and give such bond, the Principal shall pay to the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this 26th day of June, 2014.

CHARLES SARGENT IRRIGATION, INC./
SARGENT DRILLING

Principal

By

Contractor's Signature

Nathan Jacobson, Area Manager

MERCHANTS BONDING COMPANY (MUTUAL)

Surety

By

James M. King

Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Jacob J Buss; James M King; Robert T Cirone; Suzanne P Westerholt; Thomas L King

of **Lincoln** and State of **Nebraska** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIFTEEN MILLION (\$15,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of **May**, 2014.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 13th day of **May**, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Maranda Greenwalt

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this **26th** day of **June**, 2014.



William Warner Jr.
Secretary

CHARLES SARGENT IRRIGATION, INC.

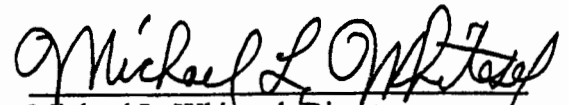
Special Meeting of the Board of Directors

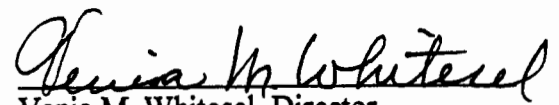
A Special Meeting of the Board of Directors of Charles Sargent Irrigation, Inc. was held on November 16, 2009. The undersigned, being all of the members of the Board of Directors of Charles Sargent Irrigation, Inc., a Nebraska corporation (the "Corporation"), hereby consent to the adoption of the following resolution and declare it to be in full force and effect as if adopted at a regular or annual meeting of the Board of Directors of the Corporation pursuant to the Business Corporation Act of the State of Nebraska:

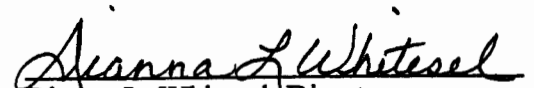
D-2009-1

BE IT RESOLVED, by the Board of Directors of the Corporation, that Nathan Jacobson, the Area Manager of the Corporation in Geneva, Nebraska, be and is hereby authorized to negotiate and execute contracts and other documents or instruments relating thereto on behalf of the Corporation.

Dated this 16th day of November, 2009.


Michael L. Whitesel, Director


Venia M. Whitesel, Director


Dianna L. Whitesel, Director

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Charles Sargent Irrigation, Inc./Sargent Drilling

(Name of Contractor)

P.O. Box 367, Geneva, NE 68361

(Address of Contractor)

a Corporation, hereinafter called the PRINCIPAL,
(Corporation, Partnership or Individual)

and Merchants Bonding Company (Mutual)

(Name of Surety)

2100 Fleur Dr., Des Moines, IA 50321

(Address of Surety)

hereinafter called the Surety or Sureties, are held and firmly bound unto

City of Storm Lake, Iowa

(Name of Owner)

620 Erie Street, Storm Lake, Iowa 50588

(Address of Owner)

hereinafter called the OWNER, in the sum of _____

Nine Hundred Twenty-Three Thousand Nine Hundred Fifty-Nine and 95/100

Dollars (\$923,959.95),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the 7th day of July, 2014, a copy of which is hereto attached and made a part hereof for the construction of:

WATER SUPPLY WELL NO. 20

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY or SURETIES and during the 2-year guaranty period, and if it shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY or SURETIES for value received hereby stipulate(s) and agree(s) that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in

any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this 11th day of July, 2014.

CHARLES SARGENT IRRIGATION, INC./
PRINCIPAL: SARGENT DRILLING
Contractor

BY [Signature]
Signature

Area Manager
Title

SURETY: MERCHANTS BONDING COMPANY (MUTUAL)
Surety Company

BY [Signature]
Signature
Attorney-in-Fact

James M. King
Name of Attorney-in-Fact

Gene Lilly Surety Bonds, Inc.
Company Name

3440 O St.
Company Address

Lincoln, NE 68510
(Including Zip Code)

402-475-7700
Company Telephone Number

NOTE: Date of BOND must not be prior to date of Agreement. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Charles Sargent Irrigation, Inc./Sargent Drilling
(Name of Contractor)

P.O. Box 367, Geneva, NE 68361
(Address of Contractor)

a Corporation hereinafter called the PRINCIPAL,
(Corporation, Partnership or Individual)

and Merchants Bonding Company (Mutual)
(Name of Surety)

2100 Fleur Dr., Des Moines, IA 50321
(Address of Surety)

hereinafter called the Surety or Sureties, are held and firmly bound unto

City of Storm Lake, Iowa
(Name of Owner)

620 Erie Street, Storm Lake, IA 50588
(Address of Owner)

hereinafter called the OWNER, in the sum of _____

Nine Hundred Twenty-Three Thousand Nine Hundred Fifty-Nine and 95/100
Dollars (\$ 923,959.95),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the 7th day of July, 2014, a copy of which is hereto attached and made a part hereof for the construction of:

WATER SUPPLY WELL NO. 20

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY or SURETIES for value received hereby stipulate(s) and agree(s) that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change,

extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this 11th day of July, 2014.

CHARLES SARGENT IRRIGATION, INC./
PRINCIPAL: SARGENT DRILLING

Contractor

BY

Signature

Area Manager

Title

SURETY: MERCHANTS BONDING COMPANY (MUTUAL)

Surety Company

BY

Signature

Attorney-in-Fact

James M. King

Name of Attorney-in-Fact

Gene Lilly Surety Bonds, Inc.

Company Name

3440 O St.

Company Address

Lincoln, NE 68510

(Including Zip Code)

402-475-7700

Company Telephone Number

NOTE: Date of BOND must not be prior to date of Agreement. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Charles Sargent Irrigation, Inc./Sargent Drilling
(Name of Contractor)

P.O. Box 367, Geneva, NE 68361

(Address of Contractor)

a Corporation hereinafter called the PRINCIPAL,
(Corporation, Partnership or Individual)

and Merchants Bonding Company (Mutual)
(Name of Surety)

2100 Fleur Dr., Des Moines, IA 50321
(Address of Surety)

hereinafter called the Surety or Sureties, are held and firmly bound unto

City of Storm Lake, Iowa
(Name of Owner)

620 Erie Street, Storm Lake, IA 50588
(Address of Owner)

hereinafter called the OWNER, in the sum of _____

Nine Hundred Twenty-Three Thousand Nine Hundred Fifty-Nine and 95/100

Dollars (\$ 923,959.95),
in lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a
certain contract with the OWNER, dated the 7th day of July, 20 14, a copy
of which is hereto attached and made a part hereof for the construction of:

WATER SUPPLY WELL NO. 20

which Agreement includes a guarantee of all work against defective workmanship and materials
for a period of two (2) years from the date of final acceptance of the work by the obligee, a copy
of which Agreement is by reference made a part hereof:

NOW, THEREFORE, the condition of this Obligation is such that, if the PRINCIPAL shall faithfully
perform the contract on its part and shall fully indemnify and save harmless the OWNER from all
cost and damage which the OWNER may suffer by reason of failure so to do, and shall fully
reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making
good any such default.

PROVIDED, FURTHER, that if the PRINCIPAL shall pay all persons who have contracts directly
with the PRINCIPAL for labor or materials, failing which such persons shall have a direct right of
action against the PRINCIPAL and SURETY or SURETIES under this Obligation, subject to the
OWNER'S priority.

Then this Obligation shall be null and void, otherwise it shall remain in full force and effect. PROVIDED, HOWEVER, that no suit, action or proceeding by reason of any default whatever shall be brought on this BOND after four (4) years from the date of final acceptance of the work.

PROVIDED, FURTHER, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the OWNER of any extension of time for the performance of the Contract, or any other forbearance on the part of either the OWNER or the PRINCIPAL to the other shall not in any way release the PRINCIPAL and the SURETY or SURETIES, or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the SURETY or SURETIES of any such alteration, extension or forbearance being hereby waived.

AND FURTHER PROVIDED, the PRINCIPAL and SURETY or SURETIES on this BOND hereby agree to pay all persons, firms or corporations having contracts directly with the PRINCIPAL or with SUBCONTRACTORS, all just claims due them for labor performed or material furnished, in the performance of the contract on account of which this BOND is given, when the same are not satisfied out of the portion of the contract price which the OWNER shall retain until completion of the improvements, but the PRINCIPAL and SURETY or SURETIES shall not be liable to said persons, firms or corporations unless the claims of said claimants against said portions of the contract price shall have been established as provided by law.

Every SURETY on this BOND shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- a. To the extension of time to the PRINCIPAL in which to perform the contract.
- b. To changes in the plans, specifications or contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
- c. That no provision of this BOND or of any other contract shall be valid which limits to less than four (4) years from the date of final acceptance of the work the right to sue on this BOND for defects in workmanship or material not discovered or known to the obligee at the time such work was accepted.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall

be deemed an original, this 11th day of July, 2014.

CHARLES SARGENT IRRIGATION, INC./
PRINCIPAL: SARGENT DRILLING

BY [Signature] Contractor
Signature
Area Manager
Title

SURETY: MERCHANTS BONDING COMPANY (MUTUAL)
Surety Company

BY [Signature]
Signature
Attorney-in-Fact

James M. King
Name of Attorney-in-Fact

Gene Lilly Surety Bonds, Inc.
Company Name

3440 O St.
Company Address

Lincoln, NE 68510
(Including Zip Code)

402-475-7700
Company Telephone Number

NOTE: Date of BOND must not be prior to date of Agreement. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Jacob J Buss; James M King; Robert T Cirone; Suzanne P Westerholt; Thomas L King

of Lincoln and State of Nebraska their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIFTEEN MILLION (\$15,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of May, 2014.



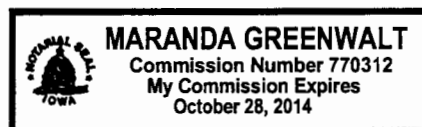
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 13th day of May, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Maranda Greenwalt
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of July, 2014.



William Warner Jr.
Secretary

CHARLES SARGENT IRRIGATION, INC.

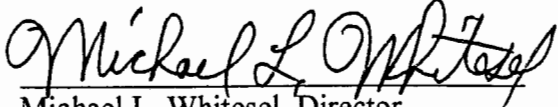
Special Meeting of the Board of Directors

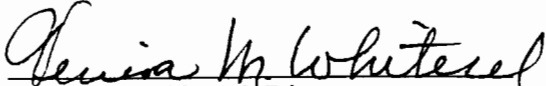
A Special Meeting of the Board of Directors of Charles Sargent Irrigation, Inc. was held on November 16, 2009. The undersigned, being all of the members of the Board of Directors of Charles Sargent Irrigation, Inc., a Nebraska corporation (the "Corporation"), hereby consent to the adoption of the following resolution and declare it to be in full force and effect as if adopted at a regular or annual meeting of the Board of Directors of the Corporation pursuant to the Business Corporation Act of the State of Nebraska:

D-2009-1

BE IT RESOLVED, by the Board of Directors of the Corporation, that Nathan Jacobson, the Area Manager of the Corporation in Geneva, Nebraska, be and is hereby authorized to negotiate and execute contracts and other documents or instruments relating thereto on behalf of the Corporation.

Dated this 16th day of November, 2009.


Michael L. Whitesel, Director


Venia M. Whitesel, Director


Dianna L. Whitesel, Director

Staff Summary

8/4/2014

Agenda Item # 12.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Justin Yarosevich, Assistant City Manager / City Clerk

SUBJECT: **Resolution No. 29-R-2014-2015 Accepting & Awarding Bids
Storm Lake 3rd Addition Utilities**

BACKGROUND: On Tuesday, July 29th at 10AM the City of Storm Lake held a bid letting for the Storm Lake 3rd Addition Utilities Project. This project will facilitate the installation of the primary utilities including water, sewer and storm water utilities as well as grading for the sub-division.

At the time of the bid letting the City had only received one bid as shown below. The Engineer on the project did make multiple attempts to seek additional bids and both the engineer and staff thought that we might have two to three bids at the time of letting. It is late in the year to bid a project and most contractors have their work for the remainder of the year lined up at this point which may have led to the single bid.

The bids for the project were as follows:

Lundell Construction (Cherokee, Iowa)	\$268,933.30
---------------------------------------	--------------

The engineers estimate for the project was \$318,570.00 making the low bid by Lundell Construction 15.6% below the engineer's estimate. Based on this comparison we feel the bid is a good bid.

FISCAL IMPACT: The cost of the subdivision work will be paid back through the collection of incremental taxes off the property through the Urban Renewal Area that the City of Storm Lake has set up on the property and the sale of the lots. The cost of developing the sub-division is still an overall estimate as we are still waiting for costs from the utility companies. Here is a break down of the costs that we have at this time:

Engineering	\$81,890.00 (Contract)
Construction - Utilities	\$268,933.30 (Bid)
Alliant Utility Cost	Unknown
Mid American Utility Cost	Unknown
Admin/Legal	\$35,000 (Estimate)

Contingency	\$50,000 (Estimate)
Land Purchase	\$56,037 (Pro-rated)
Total	\$491,860.30

RECOMMENDATION: Adopt Resolution No. 29-R-2014-2015

ATTACHMENTS:

Description	Type
Bid Tab and Engineer Recommendation	Backup Material
Resolution No. 29-R-2014-2015	Resolution



BOLTON & MENK, INC.®

Consulting Engineers & Surveyors

1900 North Grand Avenue • Suite E12 • Spencer, IA 51301

Phone (712) 580-5075

www.bolton-menk.com

July 29, 2014

Justin Yarosevich, City Clerk
City of Storm Lake
620 Erie Street
P.O. Box 1086
Storm Lake, IA 50588-1086

RE: Recommendation of Award
Storm Lake 3rd Addition Phase I Utilities and Grading
Storm Lake, Iowa
BMI Project No. P11.107976

Dear Mr. Yarosevich:

The bid letting for the above-referenced project was held on July 29, 2014, at 10:00 a.m. at City Hall. One bid was received from Lundell Construction Co., Inc. of Cherokee, Iowa. This bid was in the amount of \$268,933.30. The Engineer's Opinion of Probable Cost for the project was \$318,570. The low bid received is 15% below this estimate. Therefore at this time, and with the understanding that the contractor will provide the necessary bonds and insurance as required by the contract, we recommend that the City proceed with this project and award the contract to Lundell Construction Co., Inc. in the amount of \$268,933.30.

If you have any questions or need further information, please do not hesitate to contact me at your convenience.

Sincerely,

BOLTON & MENK, INC.

Neil T. Guess, P.E.
Project Manager

Encl.

**City of Storm Lake
Storm Lake 3rd Addition Phase I Utilities and Grading
Storm Lake, Iowa**

**TABULATION OF BIDS
July 29, 2014 at 10:00 a.m.**



Bolton & Menk, Inc.
Spencer, Iowa

Line No.	Description	Unit	Quantity	Engineer's Estimate		Lundell Construction Co., Inc. Cherokee, IA	
				Unit Price	Amount	Unit Price	Amount
1	TRAFFIC CONTROL	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
2	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00	\$9,085.00	\$9,085.00
3	TOPSOIL STRIPPING AND RESPREAD	CY	6824	\$5.00	\$34,120.00	\$3.45	\$23,542.80
4	EXCAVATION, CLASS 13	CY	13650	\$5.00	\$68,250.00	\$2.85	\$38,902.50
5	SUBBASE, 0207 3" BALLAST STONE	TON	290	\$35.00	\$10,150.00	\$29.00	\$8,410.00
6	CLASS A ROADSTONE	TON	95	\$30.00	\$2,850.00	\$26.50	\$2,517.50
7	EXPLORATORY EXCAVATION, UTILITY POTHOLE	EA	5	\$250.00	\$1,250.00	\$200.00	\$1,000.00
8	TRENCH FOUNDATION	TON	100	\$40.00	\$4,000.00	\$27.00	\$2,700.00
9	TRENCH COMPACTION TESTING	LS	1	\$2,000.00	\$2,000.00	\$2,645.00	\$2,645.00
10	SANITARY SEWER GRAVITY MAIN, TRENCHED, SDR 26, 8"	LF	438	\$40.00	\$17,520.00	\$84.00	\$36,792.00
11	SANITARY SEWER SERVICE STUB, SDR 23.5, 4"	LF	275	\$40.00	\$11,000.00	\$58.80	\$16,170.00
12	SANITARY SEWER SERVICE STUB WITH RISER, SDR 23.5, 4"	LF	45	\$50.00	\$2,250.00	\$52.00	\$2,340.00
13	FIELD TILE REPAIR	LF	100	\$40.00	\$4,000.00	\$20.00	\$2,000.00
14	WATERMAIN, TRENCHED, C900, 8"	LF	1000	\$40.00	\$40,000.00	\$31.85	\$31,850.00
15	WATERMAIN FITTINGS, BY WEIGHT	LBS	598	\$10.00	\$5,980.00	\$8.25	\$4,933.50
16	WATERMAIN SERVICE STUB, TYPE K COPPER, 1"	EA	8	\$2,000.00	\$16,000.00	\$1,650.00	\$13,200.00
17	GATE VALVE & BOX, 8"	EA	5	\$2,000.00	\$10,000.00	\$1,605.00	\$8,025.00
18	FIRE HYDRANT ASSEMBLY	EA	3	\$3,000.00	\$9,000.00	\$4,450.00	\$13,350.00
19	MANHOLE SANITARY, TYPE SW-301, 48"	EA	3	\$4,000.00	\$12,000.00	\$7,300.00	\$21,900.00
20	OUTSIDE DROP CONNECTION	EA	1	\$1,000.00	\$1,000.00	\$2,630.00	\$2,630.00
21	PAVEMENT REMOVAL	SY	100	\$15.00	\$1,500.00	\$10.00	\$1,000.00
22	CONVENTIONAL SEEDING, FERTILIZING, MULCHING - TYPE 4	AC	11.9	\$2,500.00	\$29,750.00	\$1,100.00	\$13,090.00
23	SWPPP PREPARATION	LS	1	\$1,500.00	\$1,500.00	\$1,750.00	\$1,750.00
24	SWPPP MANAGEMENT	LS	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00
25	SWPPP QUALIFYING RAINFALL EVENT INSPECTION	EA	5	\$250.00	\$1,250.00	\$125.00	\$625.00
26	FILTER SOCK	LF	100	\$4.50	\$450.00	\$5.00	\$500.00
27	SILT FENCE	LF	1500	\$3.00	\$4,500.00	\$2.25	\$3,375.00
28	STABILIZED CONSTRUCTION ENTRANCE	EA	2	\$2,000.00	\$4,000.00	\$1,800.00	\$3,600.00
29	INLET PROTECTION DEVICE	EA	5	\$250.00	\$1,250.00	\$200.00	\$1,000.00
TOTAL AMOUNT BID					\$318,570.00		\$268,933.30

30-Jul-14

\\fairmont4\h\SLMLK\P11107976\6_Bidding Documents\B_Bid Tabulation\[107976 Bid Tabulation.xlsx]Bid Tabulation

RESOLUTION NO. 29-R-2014-2015

RESOLUTION ACCEPTING AND AWARING BID FOR THE CITY OF STORM LAKE STORM LAKE 3RD ADDITION PHASE I UTILITIES AND GRADING PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STORM LAKE, IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as the Storm Lake 3rd Addition Phase I Utilities and Grading Project, described in the plans and specifications heretofore adopted by this Council on July 21, 2014 be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor:	Lundell Construction, Cherokee, Iowa
Amount of bid:	\$268,933.30
Portion of bid:	All

Section 2. That the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements, said contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 4th day of August, 2014.

Jon F. Kruse, Mayor

ATTEST:

Justin Yarosevich, City Clerk

Staff Summary

8/4/2014
Agenda Item # 13.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Scott Olesen, Building Official

SUBJECT: **Set Public Hearing For Re-Zoning Request For City Of Storm Lake**

BACKGROUND: The City of Storm Lake owns a small parcel located adjacent to Lot 4 of the Storm Lake 3rd Addition subdivision final plat. Currently the property is zoned PO: Park, Recreation, and Open Space since it was recently split off of the parcel located and surrounding it to the west and south. The City of Storm Lake is proposing to re-zone this parcel to R-1: Low Density Residential which is the zoning of the adjacent Storm Lake 3rd Addition subdivision.

The Planning and Zoning Commission reviewed this application during their July 28th meeting and recommended the City Council approve the re-zoning request.

The City Council is required to hold a public hearing on the proposed rezoning. This staff summary would set the public hearing for August 18, 2014 at 5:00pm.

The City of Storm Lake has entered into an agreement with Habitat For Humanity (HFH) for the City to donate this parcel along with Lot 4 of the Storm Lake 3rd Addition. Within the agreement, HFH will treat this parcel along with Lot 4 as one residential lot. The enlarged parcel will create a conforming lot based on the Zoning Ordinance regulations for an R-1: Low Density Residential district.

FISCAL IMPACT: The fiscal impact would be the notices that were sent in regards to this re-zoning request and the preparation of the lot split document.

RECOMMENDATION: Set the public hearing date for August 18, 2014 at 5:00pm.

ATTACHMENTS:

Description	Type
Re-Zoning Application	Application

Adjoining Owners	Backup Material
Re-Zoning Map	Backup Material
Storm Lake 3rd Addition Final Plat	Backup Material
P&Z Action Taken	Backup Material

ZONING ORDINANCE AMENDMENT REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

PROPERTY ADDRESS: Legal Attached

PROPERTY OWNER: City of Storm Lake

OWNER ADDRESS (if different than property owner):

620 Erie Street

OWNER'S PHONE NUMBER: (712) 732-8000

The City of Storm Lake Zoning Ordinance Article 12 Section 1204 establishes the amendment procedure for the Zoning Ordinance and requires the property owner to submit the following information, which must accompany this application before it can be considered by the Planning and Zoning Commission and the City Council.

The legal description and local address of the property.

The present zoning classification and the requested zoning classification.

The existing use of the property and the proposed use of the property.

A statement of the reasons why the applicant feels the present zoning classification is no longer valid.

Attach a plat showing the locations, dimensions and use of the applicant's property and all property within three hundred (300') feet including streets, alleys, railroads, and other physical features.

The request for a rezoning request will be heard by the Planning and Zoning Commission and the City Council at separate meetings.

The City of Storm Lake will notify all property owners within three hundred (300') feet of the applicant's property notifying them of the upcoming hearing.

The City of Storm Lake will notify the applicant of the hearing date.

The City of Storm Lake will publish a public hearing notice in a locally circulated newspaper not less than 7 and no more than 20 days prior to the meeting.

A non refundable application fee of \$200.00 is required at time of the application. The fee will not be refunded if the request is denied by the Planning and Zoning Commission or the City Council.

ZONING ORDINANCE AMENDMENT REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



City of Storm Lake

PO Box 1086

Storm Lake, IA 50588

p (712) 732-8000

f (712) 732-4114

☐ Text Amendment to the Zoning Ordinance

☒ Zoning Map Amendment to the Zoning Ordinance

Current Zoning Ordinance Section:

Text
Amendment
Request:

Address of the Property:

Legal Description
of the Property:

Present Zoning District:

Requested Zoning District:

Why Present Zoning
Is No Longer Valid:

Existing Use of the Property:

Proposed Use of the Property:

Signature of Property Owner

Date

City of Storm Lake Use

Meeting Date:

Appeal No.:

Application Fee Paid:

Date Received:

A PART OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF SAID LOT 8, THENCE N 88°46'44" W, 17.06 FEET ALONG THE NORTH LINE OF SAID LOT 8; THENCE S 01°59'09" W, 124.54 FEET; THENCE S 88°36'10" E, 17.06 FEET TO THE EAST LINE OF SAID LOT 8; THENCE N 01°59'04" E 124.59 FEET ALONG THE EAST LINE OF SAID LOT 8 TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 2125 SQUARE FEET.

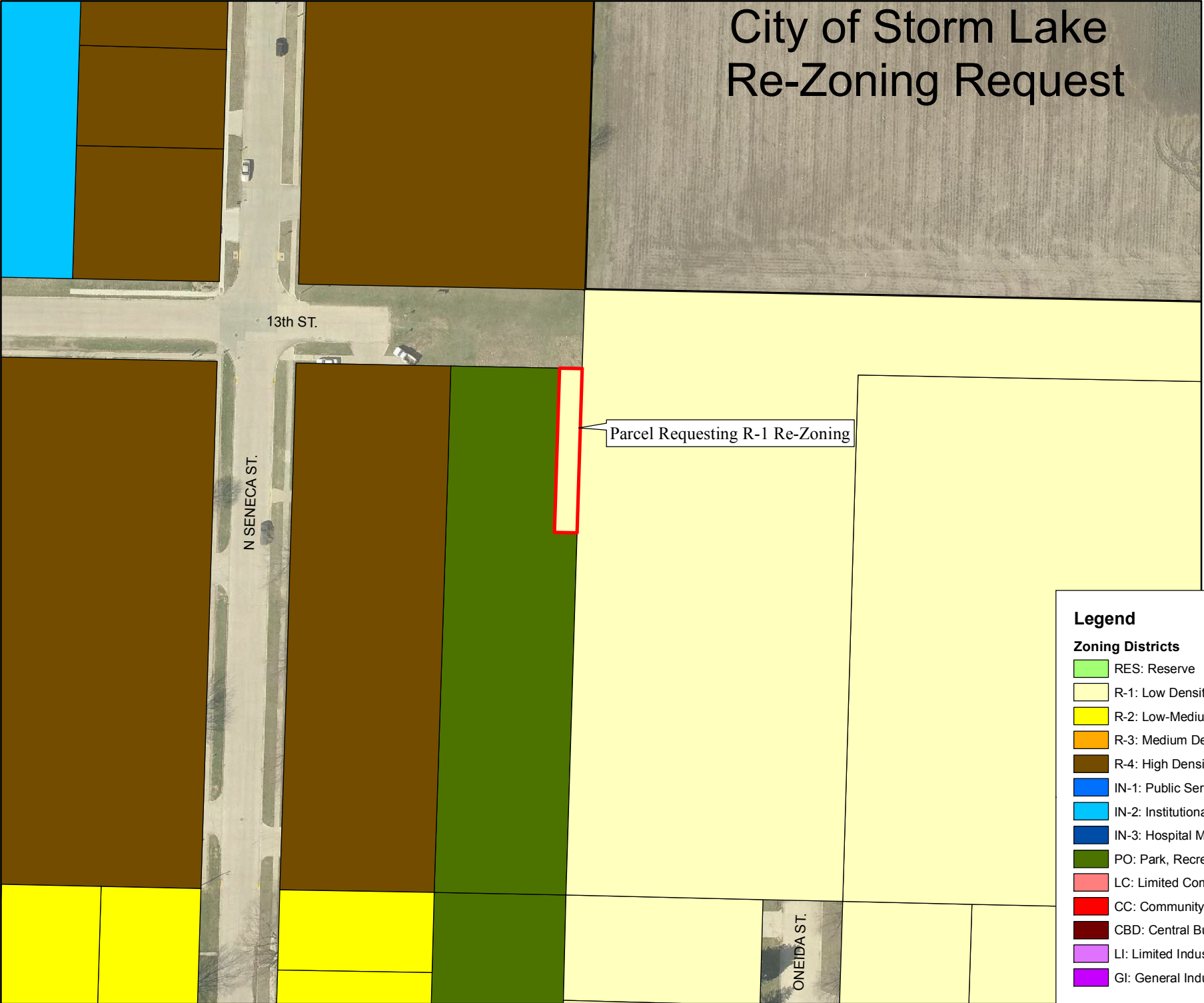
City of Storm Lake Re-Zoning Request



0 50 100 200 Feet

PARCEL	OWNER
A	City of Storm Lake
B	Council Properties LLC
C	Corey LLC
D	City of Storm Lake
E	City of Storm Lake
F	Harley & Maria Bucheli
G	City of Storm Lake
H	City of Storm Lake
I	Randy & Joy Schuler
J	Roger & Barbara Waggle
	Naomi Benna
	Glennys Pederson Life Estate
	Alan & Elaine Mitchell
	Donna Truelsen
	Nila Miller
	Michael Trus & Susan Weitzel-Trus
	Bernard & Elaine Meyer
	Doris Johnson
	Bruce Davis
	Jo Ann Meyer
	Christopher Degen
	Helen Langner
	David & Joanne Brueck
	Douglas Thompson
	Methodist Manor Retirement Community
	Delores Land
	John & Joann Oatman
	Shirley Davis
	Daniel & Eugene Jorgensen
	Harold & Janice Redenbaugh
	Joyce Olbertz
	Phyllis Southwick
K	Multi Housing Partners
L	Ta Taw Teh

City of Storm Lake Re-Zoning Request



Legend

Zoning Districts

- RES: Reserve
- R-1: Low Density Residential
- R-2: Low-Medium Density Residential
- R-3: Medium Density Residential
- R-4: High Density Residential
- IN-1: Public Services
- IN-2: Institutional Facilities
- IN-3: Hospital Medical Facilities
- PO: Park, Recreation, and Open Space
- LC: Limited Commercial
- CC: Community Commercial
- CBD: Central Business District
- LI: Limited Industrial
- GI: General Industrial

0 50 100 200 Feet

STORM LAKE 3RD ADDITION

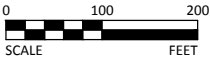
FINAL PLAT

CITY OF STORM LAKE, IOWA

Exhibit "A"



LOCATION MAP



BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN WILLMAR, MN
CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN ROCHESTER, MN
AMES, IA SPENCER, IA DES MOINES, IA FARGO, ND

OWNER

CITY OF STORM LAKE, IOWA
620 ERIE STREET
P.O. BOX 1086
STORM LAKE, IA 50588

DEVELOPER

CITY OF STORM LAKE, IOWA
620 ERIE STREET
P.O. BOX 1086
STORM LAKE, IA 50588

SETBACK REGULATIONS

ZONING DISTRICT R-1

FRONT YARD: 25 FEET
STREET SIDE YARD: 25 FEET
INTERIOR SIDE YARD: 10 FEET
REAR YARD: 25 FEET

PREPARED BY

BOLTON & MENK, INC.
1900 NORTH GRAND AVENUE
SPENCER, IA 51301

SUBMITTAL DATE

JUNE 09, 2014

SHEET INDEX

SHEET NO.	TITLE
1	TITLE SHEET
2	FINAL PLAT

REVIEWED & APPROVED _____ DATE: _____
PLANNING & ZONING CHAIRMAN

REVIEWED & APPROVED _____ DATE: _____
MAYOR

REVIEWED & APPROVED _____ DATE: _____
CITY CLERK



I hereby certify that this land surveying document was prepared by me and the related field work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

EUGENE R. DREYER L.S.

REG. NO. 17535 DATE: 06/09/2014

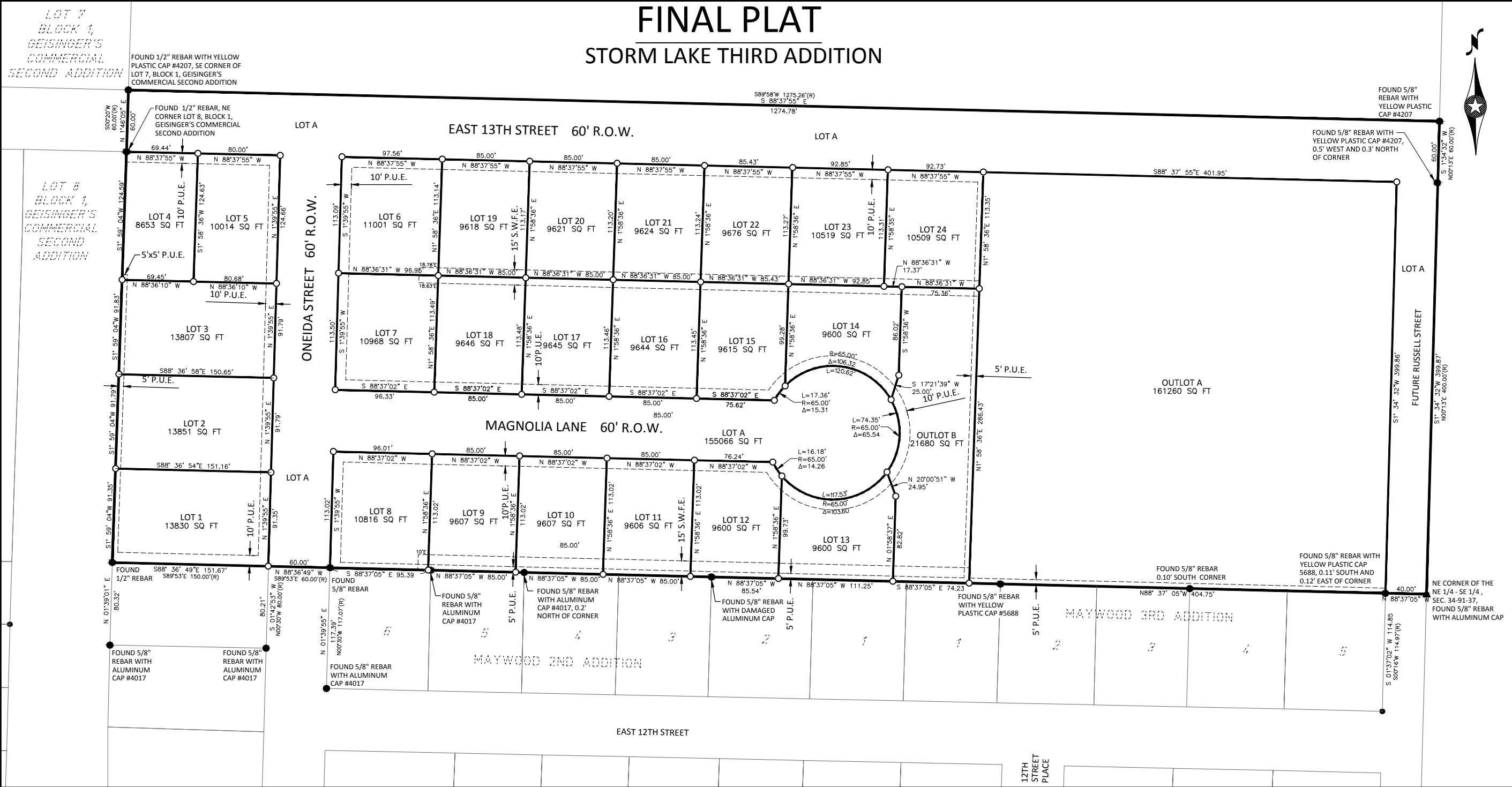
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2014

PAGES OR SHEETS COVERED BY THIS SEAL:

THIS SHEET

RECORD DRAWING INFORMATION	CITY OF STORM LAKE, IOWA	SHEET
OBSERVER:	STORM LAKE 3RD ADDITION - FINAL PLAT	1
CONTRACTOR:	TITLE SHEET	OF
DATE:		2

FINAL PLAT
STORM LAKE THIRD ADDITION



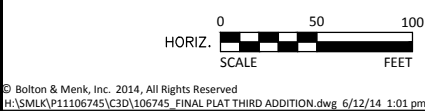
- LEGEND**
- ▲ FOUND SECTION CORNER
 - SET ½"x24" REBAR WITH YELLOW PLASTIC CAP#17535
 - FOUND MONUMENT AS NOTED
 - (R) RECORDED DIMENSION
 - (E) EASEMENT DIMENSION
 - P.U.E. PUBLIC UTILITY EASEMENT
 - S.W.F.E. SURFACE WATER FLOWAGE EASEMENT

LEGAL DESCRIPTION

A PART OF THE E ½ OF THE NE ¼ OF SECTION 34, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE FIFTH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA THENCE NORTH 00°20' EAST A DISTANCE OF 400.00 FEET TO THE NORTHEAST CORNER OF LOT 8, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA THENCE NORTH 89°58' EAST A DISTANCE OF 150.00 FEET; THENCE SOUTH 00°20' WEST A DISTANCE OF 400.00 FEET TO THE SOUTH LINE OF SAID NE ¼ AND THE NORTHEAST CORNER OF LOT 1, BLOCK 1, MAYWOOD SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA; THENCE SOUTH 89°58' WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER (NE ¼) A DISTANCE OF 150.00 FEET TO THE PLACE OF BEGINNING.

A PART OF THE EAST HALF (E ½) NORTHEAST QUARTER (NE ¼) OF SECTION THIRTY-FOUR (34), TOWNSHIP NINETY-ONE (91) NORTH, RANGE THIRTY-SEVEN (37) WEST OF THE FIFTH, P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE ¼) OF SECTION 34, TOWNSHIP 91 NORTH, RANGE 37 WEST OF THE 5TH P.M., THENCE NORTH 00°13' EAST ALONG THE EAST LINE OF SAID NE ¼ A DISTANCE OF 460.0 FEET; THENCE SOUTH 89°58' WEST A DISTANCE OF 1,275.26 FEET TO THE SOUTHEAST CORNER OF LOT SEVEN (7), BLOCK ONE (1), GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA; THENCE SOUTH 00°20' WEST ALONG THE EAST LINE OF SAID GEISINGER'S COMMERCIAL SECOND ADDITION A DISTANCE OF SIXTY (60.0) FEET TO THE NORTHEAST CORNER OF LOT EIGHT (8), BLOCK ONE (1), GEISINGER'S COMMERCIAL SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA; THENCE NORTH 89°58' EAST A DISTANCE OF 150.0 FEET; THENCE SOUTH 00°20' WEST A DISTANCE OF 400.0 FEET TO THE SOUTH LINE OF SAID NE ¼ AND TO THE NORTHEAST CORNER OF LOT ONE (1), BLOCK ONE (1), MAYWOOD SECOND ADDITION TO THE CITY OF STORM LAKE, IOWA; THENCE NORTH 89°50' EAST ALONG THE SOUTH LINE OF SAID NE ¼ A DISTANCE OF 1,126.20 FEET TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 12.095 ACRES.

- NOTES**
1. THE NORTH LINE OF STORM LAKE THIRD ADDITION IS ASSUMED TO BEAR S 88°37'55" E.
 2. STORM LAKE THIRD ADDITION IS IN THE EAST 1/2 OF THE NE 1/4 OF SECTION 34-91-37 AND ALSO A PART OF LOT 1, BLOCK 1, GEISINGER'S COMMERCIAL SECOND ADDITION.
 3. MONUMENTS WILL BE PLACED UPON COMPLETION OF UTILITY AND ROAD CONSTRUCTION.
 4. LOT A TO BE DEDICATED TO THE CITY OF STORM LAKE FOR STREET RIGHT-OF-WAY PURPOSES.
 5. OUTLOT B TO BE DEDICATED TO THE CITY OF STORM LAKE FOR PUBLIC PARK.
 6. OUTLOT A TO BE DEDICATED TO THE CITY OF STORM LAKE FOR STORM WATER DETENTION.
 7. THE TOTAL AREA OF THE ADDITION IS 586,682 SQUARE FEET.



BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN
WILLMAR, MN CHASKA, MN RAMSEY, MN MAPLEWOOD, MN
BAXTER, MN ROCHESTER, MN AMES, IA SPENCER, IA

REV.	BY	DATE	CITY OF STORM LAKE, IOWA	SHEET
			STORM LAKE 3RD ADDITION	2
			FINAL PLAT	OF
				2

ACTION TAKEN ON RE-ZONING REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION



Date: July 28, 2014

Recommendation #2014-10

Applicant: City of Storm Lake

City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

The Planning and Zoning Commission has reviewed the foregoing application and hereby recommends to the City Council that the request be:

☒ Approved ☐ Denied

Reason for approval or denial: (list complete data) _____

Acted upon this 28 day of July, 2014.

Signed: _____

Chairman

Attest: _____

Secretary

The City Council has reviewed the foregoing application and recommendations and hereby
_____ Approves _____ Denies _____ the request.

Dated this _____ day of _____, 2014.

Signed: _____

Mayor

Attest: _____

City Clerk

Staff Summary

8/4/2014
Agenda Item # 14.



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

REPORT TO: Honorable Mayor and City Council

FROM: Scott Olesen, Building Official

SUBJECT: **Set Public Hearing Date for Re-zoning Request 101 College, City Of Storm Lake**

BACKGROUND: The City of Storm Lake owns a parcel located at 101 College that is currently zoned R-2: Low-Medium Density Residential. This parcel is going to be used as part of the park system within the City which will allow for the extension of the Lake Trail along the bank of the lake between Sunset Park and Circle Park. With this use, the zoning would be better suited as PO: Park, Recreation, and Open Space.

The Planning and Zoning Commission reviewed this application during their July 28th meeting and recommended the City Council approve the re-zoning request.

The City Council needs to hold a public hearing on the re-zoning request. This staff summary would set the public hearing for August 18, 2014 at 5:00pm.

FISCAL IMPACT: Publication of notices for the re-zoning estimated to be about \$100.

RECOMMENDATION: Set Public Hearing date for August 18, 2014 at 5:00pm.

ATTACHMENTS:

Description	Type
☐ Re-Zoning Application	Application
☐ Adjoining Owners	Backup Material
☐ Re-Zoning Map	Backup Material
☐ P&Z Action Taken	Backup Material

ZONING ORDINANCE AMENDMENT REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

PROPERTY ADDRESS:

PROPERTY OWNER:

OWNER ADDRESS (if different than property owner):

OWNER'S PHONE NUMBER:

The City of Storm Lake Zoning Ordinance Article 12 Section 1204 establishes the amendment procedure for the Zoning Ordinance and requires the property owner to submit the following information, which must accompany this application before it can be considered by the Planning and Zoning Commission and the City Council.

The legal description and local address of the property.

The present zoning classification and the requested zoning classification.

The existing use of the property and the proposed use of the property.

A statement of the reasons why the applicant feels the present zoning classification is no longer valid.

Attach a plat showing the locations, dimensions and use of the applicant's property and all property within three hundred (300') feet including streets, alleys, railroads, and other physical features.

The request for a rezoning request will be heard by the Planning and Zoning Commission and the City Council at separate meetings.

The City of Storm Lake will notify all property owners within three hundred (300') feet of the applicant's property notifying them of the upcoming hearing.

The City of Storm Lake will notify the applicant of the hearing date.

The City of Storm Lake will publish a public hearing notice in a locally circulated newspaper not less than 7 and no more than 20 days prior to the meeting.

A non refundable application fee of **\$200.00** is required at time of the application. The fee will not be refunded if the request is denied by the Planning and Zoning Commission or the City Council.

ZONING ORDINANCE AMENDMENT REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION and CITY COUNCIL



- ☐ Text Amendment to the Zoning Ordinance
- ☒ Zoning Map Amendment to the Zoning Ordinance

City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

Current Zoning Ordinance Section:

Text Amendment Request:

Address of the Property:

Legal Description of the Property:

Present Zoning District:

Requested Zoning District:

Why Present Zoning Is No Longer Valid:

Existing Use of the Property:

Proposed Use of the Property:

Signature of Property Owner

Date

City of Storm Lake Use

Meeting Date:

Appeal No.:

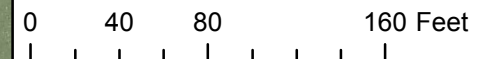
Application Fee Paid:

Date Received:

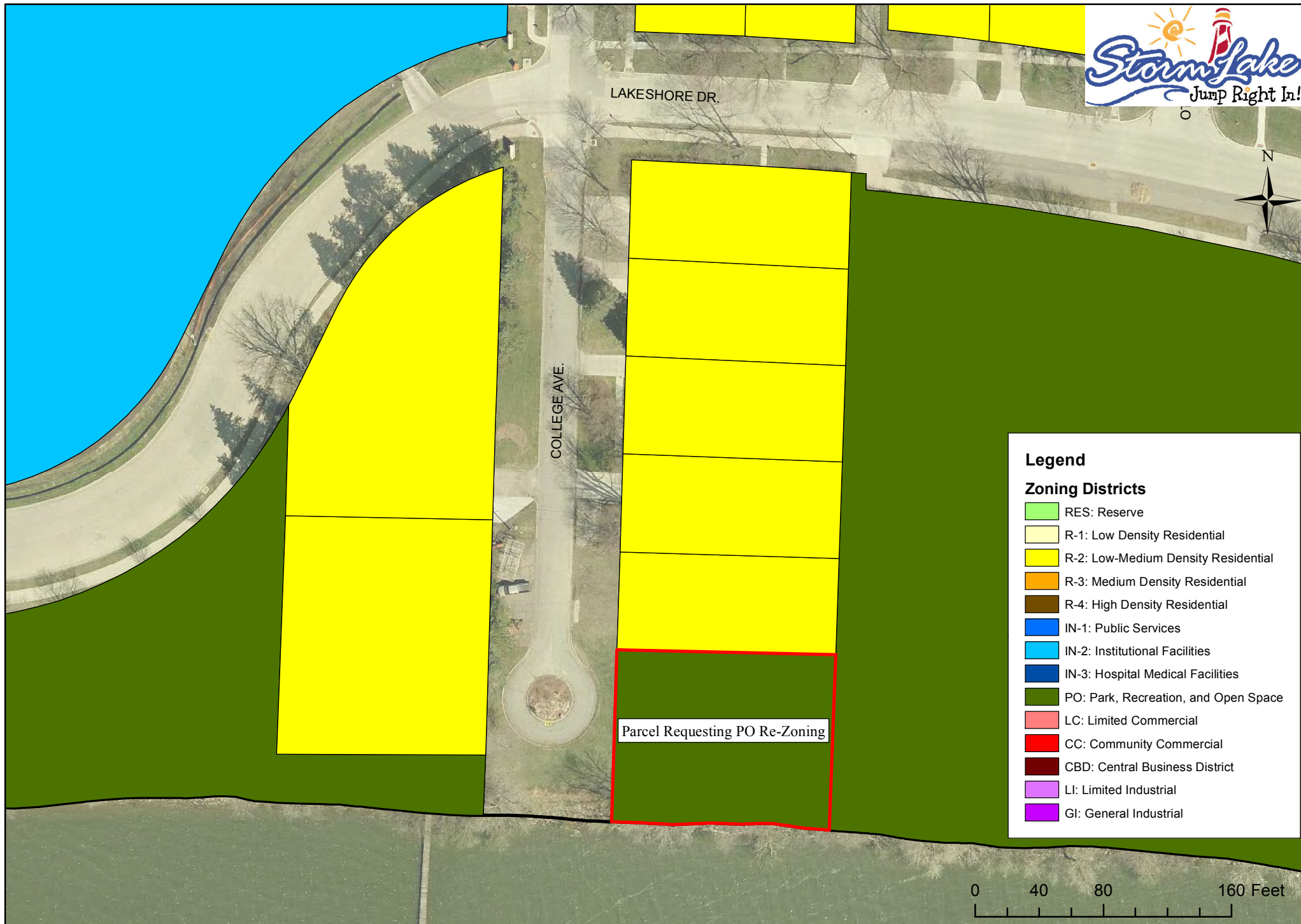
Re-Zoning Request 101 College; City of Storm Lake



PARCEL	OWNER
A	City of Storm Lake
B	City of Storm Lake
C	Buena Vista University
D	Rayma Beeson
E	Gary & Cheryl Petersen
F	Scott & Renee Hadden
G	Andrew Ingold
H	Martin & Tammy Peck
I	Buena Vista University
J	City of Storm Lake



Re-Zoning Request 101 College; City of Storm Lake



ACTION TAKEN ON RE-ZONING REQUEST

CITY OF STORM LAKE

PLANNING AND ZONING COMMISSION

Date: July 28, 2014

Recommendation #2014-11

Applicant: City of Storm Lake



City of Storm Lake
PO Box 1086
Storm Lake, IA 50588
p (712) 732-8000
f (712) 732-4114

The Planning and Zoning Commission has reviewed the foregoing application and hereby recommends to the City Council that the request be:

X Approved _____ Denied

Reason for approval or denial: (list complete data) _____

Acted upon this 28 day of July, 2014.

Signed: _____

Radly J. Sel
Chairman

Attest: _____

Emily A. Haselhoff
Secretary

The City Council has reviewed the foregoing application and recommendations and hereby
_____ Approves _____ Denies the request.

Dated this _____ day of _____, 2014.

Signed: _____

Mayor

Attest: _____

City Clerk